

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners

Regular Meeting – May 15, 2014 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Robertson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation : That the Board adopt the agenda as prepared (**or duly amended**).

5. Commissioners' Forum.
6. Presentation - Proclamation, adopted April 29, 2014, offering the Board's appreciation and support for the dedication of the "Old Chimney" Park and inclusion in the National National Landmark Listing.

7. Proclamations.

Recommendation: That the Board take the following action concerning the following two Proclamations:

A. Adopt the Proclamation recognizing and commending Mrs. Bette Hooton for her volunteer service to the community and expressing sincere gratitude to her for committing her time and talent as an activist and advocate to further the development of the West Florida Public Library System; and

B. Ratify the Proclamation dated May 7, 2014, recognizing Rotary District 6940 for joining the Clubs of the Districts towards achieving the Rotary goals and commending the Rotary Club for its service dedicated to improving the human condition in local communities around the world.

8. Written Communication.

April 21, 2014 - Letter received from Joe Endry, President of Endrizzi Investments, Inc., requesting that the County waive the late fees and penalties that have accrued since 2007 for unpaid MSBU (Municipal Services Benefit Unit) assessments on the properties located at 24 Via De Luna Drive and 22A and 22B Via De Luna Drive as subleases and allow him to pay his share of the MSBU assessment, in the amount of \$8,345.64.

9. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

10. 5:31 p.m. Public Hearing for consideration of adopting the LOST Ordinance

Recommendation: That the Board adopt the Local Option Sales Tax (LOST) Ordinance authorizing a County-wide referendum to be held on August 26, 2014, for the voters to consider an 11-year extension.

11. Committee of the Whole Recommendation

The Committee of the Whole (C/W), at the May 8, 2014, C/W Workshop, recommends that the Board adopt the *Legal Representation for Commissioners and County Employees Policy* (Item 4).

12. Reports:

**CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Investment Advisory and Management Services

That the Board authorize Pam Childers, Clerk of the Circuit Court and Comptroller, in her capacity as Chief Investment Officer, to piggyback off of the Contract between St. Lucie County Clerk of Circuit Court and Davidson Fixed Income Management, Inc., to provide Investment Advisory and Management Services, with an effective date beginning June 1, 2014; the funds to be invested will be repositioned from the short-term portfolio and the fees will be paid from portfolio interest earnings.

2. Recommendation Concerning Acceptance of the Proclamations Declaring State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the following two Proclamations relating to the April 29, 2014, Severe Weather Event:

A. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. April 29, 2014, as adopted by the Chairman on April 29, 2014, and filed with the Department of State on April 30, 2014; and

B. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 6, 2014, as adopted by the Chairman on May 3, 2014, and filed with the Department of State on May 5, 2014.

3. Recommendation Concerning Acceptance of Pensacola Sports Association, Inc., Financial Statements

That the Board accept, for filing with the Board's Minutes, the *Pensacola Sports Association, Inc., Financial Statements September 30, 2013, with Independent Auditors' Report*, as prepared and audited by Carlson & Company, Chartered, Certified Public Accountants, provided by Sally Garst, Special Events, Pensacola Sports Association, Inc., and received in the Clerk to the Board's Office on May 2, 2014.

4. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Regular Board Meeting held April 29, 2014;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 29, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held April 10, 2014.

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 29, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the April 29, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting a Resolution Approving the Transfer of an Exclusive Franchise to Operate a Water System - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling of a Public Hearing for June 3, 2014, at 5:32 p.m., to consider adopting a Resolution approving the transfer of an exclusive franchise to operate a water system in accordance with Chapter 57-1313, Laws of Florida.

3. Recommendation Concerning a Resolution for a Public Boat Ramp on Perdido Bay - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Fish and Wildlife Conservation Commission for a Public Boat Ramp on Perdido Bay:

A. Adopt the Resolution Authorizing Escambia County to Apply For and Accept Certain Grant Awards Made by the Florida Fish and Wildlife Conservation Commission for a Public Boat Ramp on Perdido Bay; and

B. Authorize the Chairman to sign the Resolution.

4. Recommendation Concerning Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa) Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointments of Jamie Bristow, Founder/President, Nonprofit Match, Inc., and Richard Douglas McLeod, Store Manager, Lowes Corporation, to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors, as private sector representatives, for a three-year term, with each term of appointment to be effective May 15, 2014, through May 14, 2017.

5. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Special Olympic Fund Raiser - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the beginning time from 10:00 a.m. to 8:00 a.m., and the ending time from 10:00 p.m. to 11:59 p.m., for the outdoor Special Olympic fund raiser being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, June 7, 2014, from 8:00 a.m. to 11:59 p.m.

6. Recommendation Concerning the Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling and advertising of a Public Hearing for June 3, 2014, at 5:31 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility, for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

7. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department, relating to a 1989 Ford Ranger Truck, Property Number 35924, which is described and listed on the Disposition Form, with reason for disposition stated. The truck has been found to be of no further use to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

8. Recommendation Concerning the Amendment of Agreement for Professional Services PD 02-03.79 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to execute the Amendment of Agreement for Professional Services (PD 02-03.79), providing for administrative changes to PD 02-03.79, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Jerry W. McGuire & Associates, P.A., changing the name to JMA Engineering Services, Inc.

9. Recommendation Concerning the Requests for Disposition of Property for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the two Request for Disposition of Property Forms for the Parks and Recreation Department, indicating 11 items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

10. Recommendation Concerning the Amendment of Operations and Maintenance Agreement - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Amendment of Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

11. Recommendation Concerning the Conveyance of Temporary Easements to the Florida Department of Transportation for the State Road 292 (Gulf Beach Highway) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of temporary easements of varying widths, to the Florida Department of Transportation (FDOT), for their planned improvement Project for the portion of State Road (SR) 292 (Gulf Beach Highway), from Merritt Street to Manchester Street:

A. Adopt a Resolution authorizing the conveyance of temporary easements of varying widths, to FDOT, for their planned improvement Project for the portion of SR 292 (Gulf Beach Highway), from Merritt Street to Manchester Street; and

B. Authorize the Chairman to execute the Deed, the Resolution, and all other documents related to the transfer without further action of the Board.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$2,462,546.31 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 15, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and R. Frank Sylves, the owner of residential property located at 333 Edgewater Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,413, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for replacing windows;
2. The Agreements between Escambia County CRA and Willie J. Sanders, the owner of residential property located at 2604 North "N" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,150, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and Myrtle Barnes, the owner of residential property located at 1202 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,475, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement;
4. The Agreements between Escambia County CRA and Panzola L. Williams, the owner of residential property located at 804 West Fisher Street,



Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,900, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

5. The Agreements between Escambia County CRA and Gregory L. Scoville, the owner of residential property located at 217 Chief's Way, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,685, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to replace windows; and

6. The Agreements between Escambia County CRA and Maurice Robinson, the owner of residential property located at 802 West Fisher Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$5,832, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for septic tank replacement and air conditioning installation; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

3. Recommendation Concerning Cancellation of a Residential Rehab Grant Program Lien - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 15, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the Lien cancellation for residential property located at 226 Payne Road, owned by Alan A. Tschirgi, in the amount of \$932, as the recipient has met the Residential Rehab Grant Program requirements; and

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

4. Recommendation Concerning the Issuance of Fiscal Year 2013-2014  
Purchase Orders in Excess of \$50,000 for the Community & Environment  
Department - Keith Wilkins, Community & Environment Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Community & Environment Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Contract Labor Fund: 001 (General) Cost Centers: 220101, 220701, 221001, 221201 Fund: 101 (Restricted) Cost Centers: 220310, 220334, 221018 Fund: 102 (Economic Development) Cost Center: 360704 Fund: 108 (Tourist Development) Cost Center: 220805 Fund: 110 (Other Grants/Projects) Cost Center: 221012 Fund: 129 (CDBG HUD Entitlement) Cost Center: 220453 Fund: 151 (Community Redevelopment) Cost Centers: 220521, 220523	\$100,000	PD 11-12.035 BCC Approved 02-18-2014
Texas A&M University Vendor Number: 200975 Analysis of Fish Tissue Samples Fund: 108 (Tourist Development) Cost Center: 220805 Fund: 110 (Other Grants/Projects) Cost Center: 220338	\$90,000	FWC Agreement #13225 BCC Approved 04-3-2014

[Funding: Fund 001, General Fund, Cost Centers 220101, 220701, 221001, 221201; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 102, Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants & Projects Fund, Cost Centers 220338, 221012; Fund 129, CDBG HUD Entitlement Fund, Cost Center 220453; Fund 151 Community Redevelopment Fund, Cost Centers 220521, 220523]

5. Recommendation Concerning the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) between Escambia County, Baldwin County, and the Florida-Alabama Transportation Planning Organization regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area:

A. Approve and authorize the Chairman to sign the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area;

B. Authorize the disbursement of funds to Baldwin County, based upon invoicing, without further action of the Board; and

C. Authorize staff to sign all documents associated with this MOA.

6. Recommendation Concerning Approval of the Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of \$75,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

7. Recommendation Concerning Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc.:

A. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$1,700,425, for a total allocation of \$5,039,039, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201;

B. Authorize the Chairman to sign the Amendment and all other necessary documents; and

C. Authorize the execution of the necessary Change Order.

8. Recommendation Concerning Lobbying Services for Federal Assistance PD 13-14.023 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Lobbyist Services, PD 13-14.023, between Escambia County, Florida, and Alcalde & Fay, LTD, for Lobbying Services for Federal Assistance, for a term of 12 months, effective June 4, 2014, with 2 options for 12-month renewal periods, for an annual amount of \$78,000.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

9. Recommendation Concerning the Campbell Road Dirt Road Paving and Drainage Improvements PD 13-14.040 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.040, for the Campbell Road Dirt Road Paving and Drainage Improvements, to Roads, Inc., of NWF, in the amount of \$590,295.72.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project# 10EN0575]

10. Recommendation Concerning the Purchase of a Caterpillar 725 Articulated 6X6 Dump Truck VE 13-14.013 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to utilize the City of Tucson Contract #120377/National Intergovernmental Purchasing Alliance Company ("National IPA"), in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Caterpillar 725 Articulated 6X6 Dump Truck, VE 13-14.013, in accordance with tractor's specifications and manufacturer's options, in the amount of \$347,904, to Thompson Tractor Company.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

11. Recommendation Concerning the Authorization for Expenditures Over \$50,000 in Fiscal Year 2013-2014 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize expenditures of over \$50,000 in Fiscal Year 2013-2014, for Cobia Build Contractors, Inc., Vendor Number 033786, and Common Area Solutions Vendor Number 034266. Both Contractors perform demolition or lot clearing services for Environmental Code Enforcement for individual Projects of less than \$50,000, based on competitive quotes. This request is being made in advance of the cumulative total of expenditures exceeding \$50,000 this Fiscal Year for these vendors.

[Funding: Fund 103, Environmental Code Enforcement Fund, Cost Center 290101, Object Code 53401]

12. Recommendation Concerning the Agreements for Air Filters, PD 13-14.042 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreements for Air Filters, PD 13-14.042, awarded to Lynn A. Berry, Inc., d/b/a Johnstone Supply, and Lott Enterprises, Inc., d/b/a Pure Air Filters, and approve annual expenditures in excess of \$50,000.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

13. Recommendation Concerning Employee Assistance Program Services, PD 13-14.019 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Employee Assistance Program Services, PD 13-14.019, between Escambia County, Florida, and Behavioral Health Systems, Inc., in the amount of \$7,000, for a period of 12 months, with an option to extend for 2 additional 12-month periods, with an effective date of August 1, 2014.

[Funding: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53101]

14. Recommendation Concerning the Agreement Relating to Palafox Transfer Station Debris Hauling, PD 13-14.041 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement Relating to Palafox Transfer Station Debris Hauling, PD 13-14.041, between Escambia County and Southern Haulers, LLC, for the Palafox Transfer Station Hauling Contract, in the amount of \$200,000.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

15. Recommendation Concerning Operator for Paratransit Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement to Provide Paratransit Transportation Services, PD 13-14.029, between Escambia County and First Transit, Inc., in the 5-year total amount of \$17,798,560, as follows:

- A. Year 1, in the amount of \$3,401,429;
- B. Year 2, in the amount of \$3,477,371;
- C. Year 3, in the amount \$3,561,975;
- D. Year 4, in the amount of \$3,608,601; and
- E. Year 5, in the amount of \$3,749,184.

[Funding: Fund 104, Mass Transit Fund, Cost Center 320401, Object Code 53401/53404]

**(THE AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER)**

16. Recommendation Concerning the Purchase of One Ambulance for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of one ambulance for the Public Safety Department, to replace a Unit 7 (PN 60151), lost due to flood damage, April 30, 2014:

A. Authorize the County to piggyback off of the Houston-Galveston Area Council of Governments (H-GAC) Contract #AM10-12, effective October 1, 2012, through September 30, 2014, for the purchase of one ambulance, 2015 International Navistar Medium, 102", Model 623 (NA02); and

B. Award a Purchase Order, in the amount of \$222,396, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company), a vendor awarded this Contract, for this purpose.

[Funding Source: Fund 352, LOST III Fund, Cost Center 330435, Project 08PS0028]

17. Recommendation Concerning Supplemental Budget Amendment #173 - Amy Lovoy, Management and Budget Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #173, Local Option Sales Tax Fund III (352) in the amount of \$550,000, to recognize reimbursements from the 4H Foundation and to appropriate these funds for the purchase of property along Chalker Road and Highway 99.

18. Recommendation Concerning Approval of a Service of Process Contract with the State of Florida, Department of Revenue - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign, subject to Legal sign-off, the State of Florida, Department of Revenue (DOR), Standard Contract between Escambia County and the State of Florida, Department of Revenue Child Support Program, for reimbursements related to service of process and execution of writs for child support enforcement orders issued by DOR. This Contract will allow the County to collect 66% of the \$20 unit rate for each service of process and 66% of the \$70 rate for writs.

19. Recommendation Concerning Change Orders for the West Florida Public Library System - Darlene Howell, West Florida Public Library Administrator

That the Board approve and authorize the Interim County Administrator to execute the following Change Orders, increasing funds for the purchase of books and materials through the balance of the Fiscal Year, in support of the day-to-day operations and goals of the 2013-2018 Strategic Plan of the West Florida Public Library System:

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$18,000
Vendor:	Baker & Taylor
Project Name:	N/A
Contract:	State of Florida # 715-001-07-1
PO No.:	140690
CO No.:	1
Original Award Amount:	\$40,000
Cumulative Amount of Change Orders through this CO:	\$18,000
New PO Total:	\$58,000

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$67,000
Vendor:	Brodart
Project Name:	N/A
Contract:	State of Florida # 715-001-07-1
PO No.:	140662
CO No.:	1
Original Award Amount:	\$99,100
Cumulative Amount of Change Orders through this CO:	\$67,000
New PO Total:	\$166,100



Department:	Library
Division:	Library
Type:	Addition
Amount:	\$38,500
Vendor:	Midwest Tape
Project Name:	N/A
Contract:	State of Florida # 715-001-07-1
PO No.:	140661
CO No.:	1
Original Award Amount:	\$49,000
Cumulative Amount of Change Orders through this CO:	\$38,500
New PO Total:	\$87,500

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 55401, for Books, Publications, and Subscriptions]

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning the Gulf Coast Summerfest Concert Resolution Restricting Access to the Gulf of Mexico on a Limited Portion of Santa Rosa Island

That the Board adopt a Resolution restricting access to the Gulf of Mexico on a limited portion of Santa Rosa Island during the 2014 Gulf Coast Summerfest Concert event from sunset on Saturday, August 30, 2014 until sunrise on Sunday, August 31, 2014.

2. Recommendation Concerning Partial Settlement of Litigation: *Audra Creech v. Escambia County, FL v. Colette Maxwell*, Case No. 2011 CA 002463, and *Raphael Kyles v. Escambia County, FL v. Colette Maxwell*, Case No. 2011 CA 002461.

That the Board approve a settlement payment of \$25,000 to Colette Maxwell in exchange for the execution of a general release and hold harmless agreement and dismissal of the pending counterclaims in the litigation titled *Audra Creech v. Escambia County, FL v. Colette Maxwell*, Case No. 2011 CA 002463, and *Raphael Kyles v. Escambia County, FL v. Colette Maxwell*, Case No. 2011 CA 002461.

3. Recommendation Concerning the MOU Between Escambia County and UF/IFAS Extension 4-H

That the Board approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between the County and UF/IFAS Extension 4-H. (MOU to be distributed under separate cover.)

### II. For Discussion

1. Recommendation Concerning an Alternate Canvassing Board Appointment

That the Board consider appointing an alternate Canvassing Board member to serve whenever its regular appointment is unavailable during the 2014 election cycle. If another Board member is unable to serve as an alternate, that the Board further discuss forwarding names of potential alternates to the Chief Judge for the First Judicial Circuit for consideration.

13. Items added to the agenda.
14. Announcements.
15. Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6090**

**Proclamations 7.**

**BCC Regular Meeting**

**Meeting Date:** 05/15/2014

**Issue:** Adoption/Ratification of Proclamations

**From:** Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action concerning the following two Proclamations:

A. Adopt the Proclamation recognizing and commending Mrs. Bette Hooton for her volunteer service to the community and expressing sincere gratitude to her for committing her time and talent as an activist and advocate to further the development of the West Florida Public Library System; and

B. Ratify the Proclamation dated May 7, 2014, recognizing Rotary District 6940 for joining the Clubs of the Districts towards achieving the Rotary goals and commending the Rotary Club for its service dedicated to improving the human condition in local communities around the world.

**BACKGROUND:**

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations

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**PROCLAMATION**

**WHEREAS**, Mrs. Elizabeth "Bette" Hooton first became involved in the West Florida Public Library System in 2004 as a member of the Blue Ribbon Task Force, which was formed to provide recommendations regarding the appropriate priorities for what was then known as the West Florida Regional Library System; and

**WHEREAS**, Mrs. Hooton served as a Friends of the Pensacola Public Library Board member from 2005 to 2012 and as President from 2006 to 2008. She served on the West Florida Public Library Board of Trustees as a member from 2007 to 2013 and as President from 2009 to 2013; and

**WHEREAS**, Mrs. Hooton wrote the Grant for the Friends of the Pensacola Public Library and presented it to Impact 100 asking for \$113,000 for the Century Branch Library in 2006-2007. The Grant was received and the Century Branch Library was opened. She was also a key player in the campaigns to build a larger Tryon Branch Library and to create a Genealogy Branch Library and was instrumental in the movement to build the Westside Branch Library, the Molino Branch Library, and a new Pensacola Public Library in downtown Pensacola; and

**WHEREAS**, Mrs. Hooton has also impacted the local community by volunteering for Appetite for Life, a food initiative for people with AIDS, Friends of St. Michael's Cemetery, the Pensacola Historical Association, the Italian Cultural Society, the Pensacola Opera Guild, and Impact 100 of the Pensacola Bay Area.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes and commends Mrs. Bette Hooton for her volunteer service to the community and expresses sincere gratitude to her for committing her time and talent as an activist and advocate to further the development of the West Florida Public Library System.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

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*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

**ATTEST:** *Pam Childers  
Clerk of the Circuit Court*

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*Deputy Clerk*

Adopted: May 15, 2014

## PROCLAMATION

**WHEREAS**, the Rotary District 6940 Conference will be held on May 9 and 10, 2014, with the opening Plenary Session at the Pensacola Bay Center on May 10, 2014, to bring together Rotarians, Rotaractors, and Interactors from throughout North Florida; and

**WHEREAS**, Rotary District 6940 includes 51 Clubs and over 2,500 Rotarians from Perdido Key, Florida, to Williston, Florida; and

**WHEREAS**, the Clubs all focus on the Rotary goal of leading the fight to eradicate the crippling disease polio and have helped to accomplish this feat by immunizing over two billion children around the world; and

**WHEREAS**, the service work of the Rotary focuses in six areas: promoting peace, preventing disease, providing access to clean health and sanitation, enhancing maternal and child health, improving basic education and literacy, and helping communities develop; and

**WHEREAS**, Rotary's 4-Way Test of the things they think, say, and do has been translated into more than 100 languages and is the creed all Rotarians strive to live by and lead by example to make their communities stronger; and

**WHEREAS**, the 4-Way Test is: (1) is it the truth?, (2) is it fair to all concerned?, (3) will it build goodwill and better friendships?, and (4) will it be beneficial to all concerned?.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes Rotary District 6940 for joining the Clubs of the Districts towards achieving the Rotary goals and commends the Rotary Club for its service dedicated to improving the human condition in local communities around the world.

### **BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA**

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*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

**ATTEST:** *Pam Childers  
Clerk of the Circuit Court*

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*Deputy Clerk*

**Dated:** May 7, 2014



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6148

Written Communication 8.

**BCC Regular Meeting**

**Meeting Date:** 05/15/2014

**Issue:** Written Communication Request - Joe Endry

**From:** Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

April 21, 2014 - Letter received from Joe Endry, President of Endrizzi Investments, Inc., requesting that the County waive the late fees and penalties that have accrued since 2007 for unpaid MSBU (Municipal Services Benefit Unit) assessments on the properties located at 24 Via De Luna Drive and 22A and 22B Via De Luna Drive as subleases and allow him to pay his share of the MSBU assessment, in the amount of \$8,345.64.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

**IMPLEMENTATION/COORDINATION:**

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

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**Attachments**

Letter from Joe Endry, President of Endrizzi Investments, Inc.

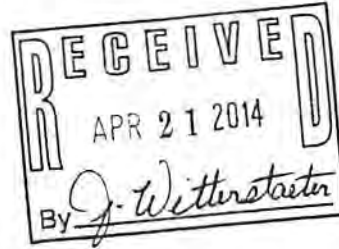
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Joe Endry

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Endrizzi Investments, Inc  
212 S. Alcaniz St.  
Pensacola, Fl. 32502



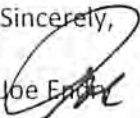
Dear Mr. Newsom,

In July of 2013 one of my tenants in my building at 22 Via Deluna Drive on Pensacola Beach gave me a registered letter from the county indicating the county was going to foreclose on the master lease owned by Pensacola Beach Inc. because the MSBUs for 2007 had not been paid. A copy of the letter is enclosed. The master lease includes the Springhill Suites by Marriott at 24 Via Deluna Drive and my building next door at 22A & B Via Deluna Drive as subleases. I contacted the master leaseholder (David Brannen) of Pensacola Beach Inc. and Highpointe Hotels who manages the Spring Hill and they were also very surprised at this revelation. None of us were aware that an MSBU had not been paid. We have never contested the assessment and charging of MSBUs and have paid them all on a timely basis since their inception. It is apparent to us that we did not receive a bill for the 2007 MSBUs for some reason and we are amazed that over the last 6 years we have never received any kind of notice from the county that we were delinquent. A copy of the bill including the account #s for the Master Lease, the Spring Hill and the two amounts for 22A&B are included.

In my effort to get the matter resolved now I have two requests. The first one is on behalf of all of concerned. I would like to request that in accordance with county ordinances Sec. 46-213 and 214 that the county waive the late fees and penalties that have accrued over the last 6 years and allow us to pay the original amount of \$23,267.97 due to the unusual circumstances that have occurred.

When I received this letter back in July I immediately began working to get it resolved. However, a problem arose because the Spring Hill by Marriott owned by Pensacola Beach LLC (not Pensacola Beach Inc.) was in foreclosure and then this sub-lessee filed bankruptcy. The Spring Hill pays about 2/3 of the MSBU and the funds for their share was not available. Because of this situation I was not able to pay my share of the MSBU which is exactly \$8,345.64 because the county normally will only accept 100% of the payment and it has to come from the Master Leaseholder. Recently, the foreclosure was finalized and the hotel now belongs to American Fidelity. In anticipation there could be a dispute between the new owner of the Spring Hill and the previous owner of the Spring Hill about who should pay the MSBUs for 2007 I would like to request that the county accept my check for \$8,345.64 right now. I am certain the MSBUs for 2007 on the Spring Hill will be paid soon but I would very much like to pay what I owe tomorrow.

Thank you very much for your help in getting this matter resolved for me so I can get back in your good graces!

Sincerely,  
  
Joe Endry



Joe Endry  
President



Municipal Services Benefit Unit (MSBU)  
 FOR THE FISCAL YEAR 2010 - 2011  
 MSBU QUESTION (850) 595-4960  
 OWNERSHIP QUESTION (850) 932-2257

LEGAL DESCRIPTION: Acct: 99-0000-108

24 VIA DE LUNA  
 MASTER COVER

DUE DATE 3/31/2011

DELINQUENT DATE 4/1/2011

FOR CHANGE OF ADDRESS SEE BACK

MAKE CHECK PAYABLE TO:  
 ESCAMBIA COUNTY TAX COLLECTOR  
 213 PALAFOX PLACE  
 P.O. BOX 1312  
 PENSACOLA, FLORIDA 32591-1312

PROPERTY REFERENCE #  
 282S26-1130-001-007

DETACH THIS STUB AND RETURN WITH PAYMENT

4-1 83 JMS1324  
 PENSACOLA BEACH INC  
 22 A VIA DE LUNA  
 PENSACOLA BEACH FL 32561

AMOUNT DUE	\$23,267.97
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0002326797 0000000000 0000099001080000 0004 0

Municipal Services Benefit Unit (MSBU)

Code	Description	Amount
N IM	Island MSBU	15440.24
N IF	Fire Protection (Island)	7827.73

MSBU questions - (850) 595-4960  
 Ownership questions - (850) 932-2257

There are no discounts for early payment. There is no right to payment by installments. The interest penalty on delinquent payments is calculated at an interest rate of 18% per annum or 1.5% per month beginning April 1.

PROPERTY REFERENCE #  
 282S26-1130-001-007

RETAIN THIS PORTION

TOTAL	\$23,267.97
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Municipal Services Benefit Unit (MSBU)  
 FOR THE FISCAL YEAR 2010 - 2011  
 MSBU QUESTION (850) 595-4960  
 OWNERSHIP QUESTION (850) 932-2257

LEGAL DESCRIPTION: Acct: 99-0000-108  
 22B VIA DE LUNA

DUE DATE 3/31/2011

DELINQUENT DATE 4/1/2011

FOR CHANGE OF ADDRESS SEE BACK

MAKE CHECK PAYABLE TO:  
 ESCAMBIA COUNTY TAX COLLECTOR  
 213 PALAFOX PLACE  
 P.O. BOX 1312  
 PENSACOLA, FLORIDA 32591-1312

PROPERTY REFERENCE #  
 282S26-1130-001-007

DETACH THIS STUB AND RETURN WITH PAYMENT

4-3 85 JHS305  
 22B VIA DE LUNA

AMOUNT DUE	\$7,856.90
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DO NOT REMIT PAYMENT TO TAX COLLECTOR.  
 REMIT PAYMENT TO THE HOLDER OF YOUR MASTER LEASE.

Municipal Services Benefit Unit (MSBU)

<u>Code</u>	<u>Description</u>	<u>Amount</u>
N IM	Island MSBU	7639.10
N IF	Fire Protection (Island)	217.80

This is a sub account. Please remit payment to the holder of the master lease for this location.

PROPERTY REFERENCE #  
 282S26-1130-001-007

RETAIN THIS PORTION

TOTAL	\$7,856.90
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Municipal Services Benefit Unit (MSBU)  
FOR THE FISCAL YEAR 2010 - 2011

MSBU QUESTION (850) 595-4960

OWNERSHIP QUESTION (850) 932-2257

LEGAL DESCRIPTION: Acct: 99-0000-108  
22A VIA DE LUNA

DUE DATE 3/31/2011

DELINQUENT DATE 4/1/2011

FOR CHANGE OF ADDRESS SEE BACK

MAKE CHECK PAYABLE TO:  
ESCAMBIA COUNTY TAX COLLECTOR  
213 PALAFOX PLACE  
P.O. BOX 1312  
PENSACOLA, FLORIDA 32591-1312

PROPERTY REFERENCE #  
282S26-1130-001-007

DETACH THIS STUB AND RETURN WITH PAYMENT

4-2 84 010304  
22A VIA DE LUNA

AMOUNT DUE \$488.74

DO NOT REMIT PAYMENT TO TAX COLLECTOR.  
REMIT PAYMENT TO THE HOLDER OF YOUR MASTER LEASE.

Municipal Services Benefit Unit (MSBU)

Code	Description	Amount
N IM	Island MSBU	162.04
N IF	Fire Protection (Island)	326.70

JME \$162.91  
CBWR \$325.83

This is a sub account. Please remit payment to the holder of the master lease for this location.

PROPERTY REFERENCE #  
282S26-1130-001-007

RETAIN THIS PORTION

TOTAL \$488.74

pol ✓ #1424  
11-16-10

Farm Lenders, Clerk of the Circuit Court  
 Circuit Civil Division  
 PO Box 333  
 Pensacola, FL 32591-0333

**REGISTERED MAIL**



RA 185 430 068 US

Label 200, July 1999

(102595) 99-M-1904

Pensacola Beach, Inc.  
 22A Via De Luna Drive  
 Pensacola Beach, FL 32561

*6-24*  
*6-30*  
*6/6-15*



UNITED STATES POSTAGE  
 02 1P  
 000175495 JUN 13 2013  
 MAILED FROM ZIP CODE 32501  
 \$014.2498  
 CHERRY RIDGES  
 PENSACOLA, FL 32501



RETURN RECEIVED  
 REQUESTED

RECEIVED JUL 01 2013

Electronically Filed 05/31/2013 05:40:46 PM ET

IN THE CIRCUIT COURT FOR ESCAMBIA COUNTY, FLORIDA  
IN CHANCERY

ESCAMBIA COUNTY, FLORIDA, a  
political subdivision of the State of Florida,

Plaintiff,

v.

Case No. 2013 CA 1423  
Division: A

CERTAIN REAL PROPERTY ON  
SANTA ROSA ISLAND upon which  
Special Assessments are delinquent

Defendant(s).

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NOTICE

To all persons and corporations interested in or having any lien or claim upon any of the lands described herein:

You are hereby notified that Escambia County, Florida has filed its bill of complaint in the above named court to foreclose delinquent special assessments with interest and penalties, upon the parcels of land set forth in the following schedule, the aggregate amount of such special assessments, interest, and penalties, against said respective parcels of land, as set forth in said bill of complaint, being set opposite such parcels in the following schedule, to wit:

Lot 22, Bahia Paz, Escambia County, Florida, according to the Plat recorded in Plat Book 8, at Page 86, of the public records of said County (Owens). \$2,481.00

Parcel No. 7 South, El Vedado Villa, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 84 of the public records of said County (Pensacola Beach, Inc.). \$23,267.97

Lot 8, Block "A", of DELUNA POINT, a Planned Unit Development of a portion of land in Township 3 South, Range 29 West, Escambia County, Florida, Santa Rosa Island, as per plat of said Planned Unit Development recorded in Plat Book 15, at Page 19, of the public records of Escambia County, Florida (Khorram). \$2,481.00

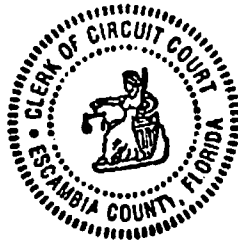
Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL (Property Identification# 170139000) (Flemming). \$2,067.50

Lot 3, Block 11, Santa Rosa Villas, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida, as recorded in Plat Book 8, Page 15, of the public records of said county (Flemming).	\$2,067.50
Lot 4, Block, 14, subdivision of First Addition to Villa Segunda, Escambia County, Florida, according to the Plat recorded in Plat Book 4, at Page 59, of the public records of said County (Blanton).	\$2,067.50
Lot 7, Block, 16, in a subdivision of First Addition to Villa Segunda, Escambia County, Florida, according to the Plat recorded in Plat Book 4, at Page 59, of the public records of said County (Smith).	\$827.00
Lot 8, Block, 28, First Addition to Villa Segunda, Escambia County, Florida, according to Plat recorded in Plat Book 4, at Page 17, of the public records of said County (McDonald).	\$2,481.00

In addition to the amounts set opposite each parcel of land in the foregoing schedule, interest and penalties, as provided by law, on such delinquent taxes and special assessments, together with a proportionate part of the costs and expenses of this suit, are sought to be enforced and foreclosed in this suit.

You are hereby notified to appear and make your defenses to said bill of complaint on or before the 15<sup>th</sup> day of July, 2013, and if you fail to do so on or before said date the bill will be taken as confessed by you and you will be barred from thereafter contesting said suit, and said respective parcels of land will be sold by decree of said court for nonpayment of said taxes and assessment liens and interest and penalties thereon and the costs of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said court, this 10<sup>th</sup> day of June, 2013.



Pam Childers, Clerk of the Circuit Court

By McCarvalho  
Deputy Clerk

**Sec. 46-213. Payment of annual assessments; discharge of recorded liens.**

(a) Unless otherwise designated by the board, the clerk of the circuit court, the agent of the clerk, or tax collector is hereby vested with the power and the duty to collect payments of annual assessments.

(b) The clerk of the circuit court, the agent of the clerk, or tax collector shall mail a second notice to all lessees of residential or commercial master leaseholds who have not paid the applicable annual assessments prior to or on the due date. Such delinquency notice shall specify:

- (1) The amount of the annual assessment;
- (2) The delinquency date;
- (3) The interest penalty on delinquent payments; and
- (4) The requirement in this article for the recordation of a lien in the manner provided by section 46-12.

(c) Within 30 days after the delinquency date, the clerk of the circuit court, agent of the clerk, or tax collector shall prepare and deliver to the board a list of outstanding and uncollected annual assessments for such fiscal year. Such list shall contain for each lot or parcel:

- (1) The amount of the outstanding aggregate annual assessment for the fiscal year;
- (2) The legal description; and
- (3) The lessee.

(d) Upon delivery of such list, all such outstanding annual assessments or liens may be discharged and satisfied by payment to the clerk of the circuit court, agent of the clerk, or tax collector of the aggregate amount due for such outstanding annual assessments, together with the total of any prior annual assessments or liens, plus interest penalties, for such residential or commercial leaseholds that remain outstanding and unpaid. When any such lien or liens has been fully paid or discharged, the clerk of the circuit court, agent of the clerk, or tax collector shall properly cause

evidence of the satisfaction and discharge of such lien to be provided. Said lien or liens shall not be assigned by the board to the person.

(Code 1985, § 1-14-83; Ord. No. 99-30, § 7(1-14-83), 7-1-99)

**Sec. 46-214. Enforcement of delinquent annual assessments.**

(a) All delinquent annual assessment liens may be enforced at any time by the board subsequent to the date of the recording of the notice of lien provided for in section 46-212 for the amount due under such recorded liens, including all interest penalties, plus costs and a reasonable attorney's fee, by proceedings in a court of equity to foreclose such liens in the manner in which a mortgage lien is foreclosed under the laws of state, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. It shall be lawful to join in any complaint for foreclosure or any such legal proceedings, any one or more leaseholds that are the subject of a lien or liens.

(b) The board of county commissioners retains the authority to waive penalties and interest accrued on delinquent annual assessments. In order to have penalties and interest waived on a delinquent account, an applicant for relief must follow these procedures:

- (1) Provide a written request for relief from penalties and interest to the county administrator. The written request shall demonstrate that the failure to timely pay the assessment was due to extraordinary circumstances.
- (2) The county administrator shall place such written request on a board of county commissioners agenda for action along with a recommendation regarding whether the applicant appears to have demonstrated extraordinary circumstances.
- (3) In the event the board of county commissioners votes to provide any relief pursuant to this section, the applicant shall be responsible for any costs associated with



that relief, such as cost of recording, unless otherwise directed by the board of county commissioners.

(Code 1985, § 1-14-84, Ord. No. 99-30, § 8(1-14-84), 7-1-99; Ord. No. 2012-10, § 1, 4-5-2012)

**Sec. 46-215. Interim services charge on new construction.**

(a) An interim services charge shall be imposed against the lessee of all residential and commercial leaseholds on which a building is constructed subsequent to the assessment date. The amount of the interim services charge shall be calculated upon a monthly rate, which shall be one-twelfth of the annual assessments as established in the rate resolution for the fiscal year in which occupancy of the new construction occurs for the applicable classification of residential or commercial leasehold. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year of the unit. No certificate of occupancy of the county or the authority shall be issued until full payment of the interim services charge is received by the county.

(b) Such interim services charge shall be deemed delinquent on the date occupancy occurred and shall constitute a lien against such residential or commercial leasehold as of that date. Such lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in and to or against the leasehold involved and may be recorded as provided in section 46-212 and enforced as provided in section 46-214.

(Code 1985, § 1-14-85)

**Sec. 46-216. Correction of errors and omissions; petition to board.**

(a) No act of error or omission on the part of the property appraiser, county administrator, clerk of the circuit court, agent of the clerk, or tax collector, board or their deputies or employees, shall operate to release or discharge the obligation of the lessee of a residential or commercial master leasehold for payment of the annual assessments or the interim services charge imposed

by the board under the provision of this article. Any errors or omissions may be corrected at any time by the board, or its designee, and when so corrected shall be considered valid ab initio and shall in no way affect the enforcement of the annual assessments or the interim services charge imposed under the provisions of this article.

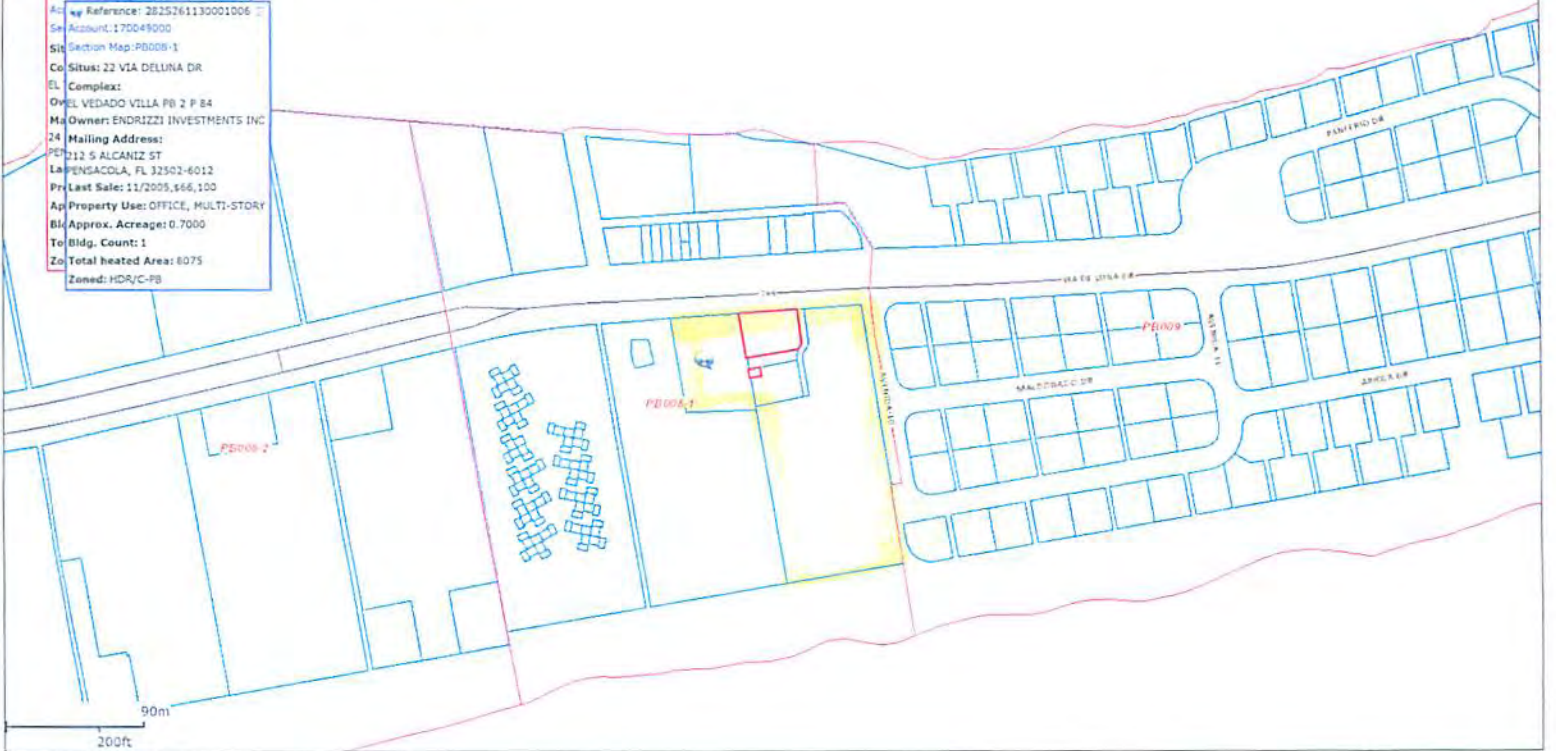
(b) When it shall appear that any annual assessment should have been imposed under this article against a residential or commercial master leasehold, but that such property was omitted from the annual island assessment roll or any addendum, the board may, by resolution, impose the application annual assessment for the fiscal year in which such error is discovered, in addition to the applicable annual assessments due for the prior two fiscal years. Such aggregate annual assessments shall become delinquent if not fully paid upon the expiration of 90 days from the date of the adoption of such resolution. Such annual assessments shall constitute a lien against such residential or commercial master leasehold upon becoming delinquent and shall be subject to a penalty. Such lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in and to or against the leasehold involved and may be recorded as provided in section 46-212 and enforced as provided in section 46-214.

(c) Any lessee of a residential or commercial master leasehold may petition the board to correct any asserted error or omission in relation to his residential or commercial master leasehold in the adoption of the annual island assessment roll or its addendum, if any, or in the implementation of this article within 90 days of the date the asserted error or omission occurred. Such petition shall be initiated by filing with the county administrator a written petition containing the name of the lessee, a legal description of the affected lot or parcel that is the subject of a residential or commercial master leasehold, a summary description of the asserted error or omission and the relief requested of the board. Such petition shall be considered by the board at any regular or special meeting.



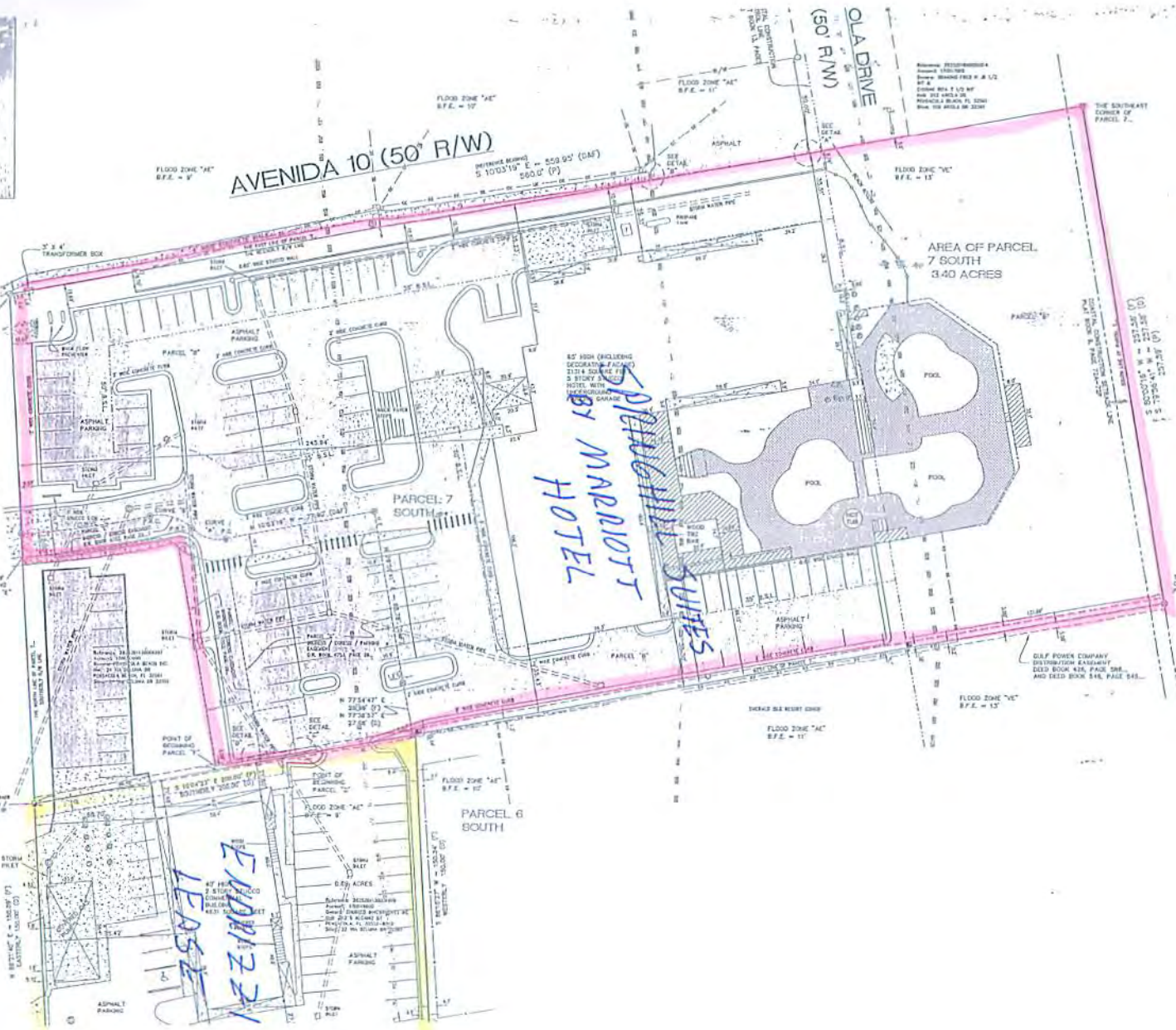
Chris Jones - Escambia County Property Appraiser

Reference: 2825261130001007  
Ac Reference: 2825261130001006  
Sh Account: 170048000  
SIR Section Map: PB008-1  
Co Situs: 22 VIA DELUNA DR  
El Complex:  
Ov EL VEDADO VILLA PB 2 P 84  
Ma Owner: ENDRIZZI INVESTMENTS INC  
24 Mailing Address:  
PE 212 S ALCANIZ ST  
La PENSACOLA, FL 32502-6012  
Pr Last Sale: 11/2005, \$66,100  
Ap Property Use: OFFICE, MULTI-STORY  
Bl Approx. Acreage: 0.7000  
To Bldg. Count: 1  
Zc Total heated Area: 8075  
Zoned: HDR/C-PB



VIA DELUNA (120' R/W)

\_UNA (120' R/W)



GULF OF MEXICO

IRVEY  **MERRILL PARKER SHAW, INC.**

468 N. DAVIS HWY.  
PENSACOLA, FL 32503  
TEL: (904) 422-4823  
FAX: (904) 422-4224  
EMAIL: [mpsh@irvey.com](mailto:mpsh@irvey.com)

SCALE: 1" = 30'  
FIELD DATE: 9/17/13

DATE: 10/03/13  
CHECKED: EWP  
FIELD BOOK: 236, PAGE 26-27

NO.	DATE	APPROV.	REVISION

WE WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE PREPARATION OF THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS.

© 2013 IRVEY & ASSOCIATES, INC.

E. WAYNE PARKER, P.L.L.C. NO. 3668, CORPORATE NO. 7174, STATE OF FLORIDA



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6143**

**Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 05/15/2014

**Issue:** 5:31 p.m. Public Hearing Concerning Adoption of the Local Option Sales Tax Ordinance

**From:** Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting the LOST Ordinance

Recommendation: That the Board adopt the Local Option Sales Tax (LOST) Ordinance authorizing a County-wide referendum to be held on August 26, 2014, for the voters to consider an 11-year extension.

**BACKGROUND:**

At its April 29, 2014 meeting, the Board approved setting the public hearing for consideration of adopting the Local Option Sales Tax Ordinance.

The Local Option Sales Tax is a \$.01 sales tax levied to fund infrastructure projects throughout the County. To levy or extend this tax, an Ordinance must be adopted by the Board, and the voters must approve the measure at a County-wide referendum.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This ordinance was prepared by Assistant County Attorney Ryan E. Ross and was advertised in the Pensacola News Journal on Saturday, May 3, 2014.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The County Administrator's Office will be scheduling numerous Town Hall meetings to inform the citizens about the proposed projects that will be funded by the Local Option Sales Tax IV.

---

**Attachments**

Ordinance

Proof of Publication

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ORDINANCE 2014-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A SPECIAL REFERENDUM ELECTION ON AUGUST 26, 2014, TO EXTEND THE ONE-CENT LOCAL OPTION SALES TAX IMPOSED BY ORDINANCE NO. 2005-14 FOR ELEVEN YEARS; PROVIDING THAT THE LEVY BE EFFECTIVE FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2028; PROVIDING BALLOT LANGUAGE; DIRECTING THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS TO ADVERTISE THE SPECIAL REFERENDUM ELECTION IN ACCORDANCE WITH LAW; PROVIDING FOR DISTRIBUTION OF PROCEEDS TO THE COUNTY AND MUNICIPALITIES PURSUANT TO LAW OR INTERLOCAL AGREEMENT; PROVIDING FOR USE OF THE REVENUES; PROVIDING FOR NOTICES TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the voters of Escambia County approved the imposition of a one-cent Local Sales Tax pursuant to Ordinance 2005-14, for a period of eleven years;

WHEREAS, this levy will expire on December 31, 2017;

WHEREAS, the Board of County Commissioners has determined it will be beneficial to Escambia County and its citizens to extend the tax through December 31, 2028 as permitted by State Law.

**Section 1. Local Sales Tax Levy Extended.** Pursuant to the authorization granted by §212.055, Florida Statutes and other applicable laws, the levy of the one-cent Local Sales Tax established by Ordinance No. 2005-14 and approved by the voters of Escambia County by special referendum election for an eleven-year extension from the first day of January, 2007 through December 31, 2017 is hereby extended through December 31, 2028. The one-cent local sales tax shall be in effect throughout the incorporated and unincorporated areas of Escambia County, Florida during the period January 1, 2018 through December 31, 2028. Pursuant to §212.054(5), Florida

Statutes, the tax takes effect on January 1, 2018. This tax shall be levied and imposed in accordance with Chapter 212, Florida Statutes, and the rules of the Department of Revenue.

**Section 2. Special Referendum Election.** The extension of the levy of the Local Sales Tax imposed in Section 1 of this Ordinance shall not take effect unless and until the Local Sales Tax extension is approved by a majority of the electors of Escambia County voting in a special referendum election required by this Ordinance, with the results to be determined by the election results certified by the Department of State.

**Section 3. Holding Special Election.** The Supervisor of Elections of Escambia County is hereby directed to hold a referendum election required by this Ordinance on August 26, 2014.

**Section 4. Ballot Question.** The Supervisor of Elections of Escambia County shall cause the following questions to be placed on the ballot of a special referendum election held as required by this Ordinance:

**EXTENDED LEVY OF  
COUNTY-WIDE ONE-CENT SALES TAX  
FOR INFRASTRUCTURE / PUBLIC FACILITIES**

**Shall the one-cent sales tax, approved by the voters of Escambia County by referendum held March 7, 2006 for eleven years, be extended from January 1, 2018, through December 31, 2028, to provide for law enforcement/fire and public safety facilities and equipment, transportation and drainage improvements, infrastructure projects/public facilities, recreation/natural resources, jail/court facilities, Growth Management Act mandates, capital equipment, community services, and economic development projects per section 212.055(2)(d)3., Florida Statutes?**

\_\_\_\_\_ **FOR THE ONE-CENT (1¢) SALES TAX**

\_\_\_\_\_ **AGAINST THE ONE-CENT (1¢) SALES TAX**

**Section 5. Advertisement.** The Clerk to the Board of County Commissioners shall ensure that notice of the special election required by this Ordinance shall be advertised in accordance with the provisions of Florida Statutes.

**Section 6. Distribution of Proceeds of the Local Sales Tax.** The proceeds of the Local Sales Tax levied under this Ordinance shall be distributed to the County and other municipalities within Escambia County in accordance with §212.055(2) (c), Florida Statutes.

**Section 7. Use of Revenues.** Proceeds of the tax and any interest accrued thereto shall be expended with Escambia County as provided for in §212.055, Florida Statutes, general law, special act or as approved by the majority of the voters casting ballots in the referendum election.

**Section 8. Notice to Department of Revenue of Pending Referendum.** The Board of County Commissioners shall notify the Department of Revenue by October 1, 2014 that the referendum election is scheduled to occur on August 26, 2014.

**Section 9. Notice to Department of Revenue of Approval of Referendum.** The Board of County Commissioners shall notify the Department of Revenue within ten (10) days of the approval of the referendum, but no later than September 5, 2014, of the fact that the referendum was approved, the time period during which the surtax will be in effect, the rate, a certified copy of this ordinance and any other information as the Department may prescribe by rule.

**Section 10. Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.



**Section 11. Effective Date.** This ordinance shall become effective upon filing with the Department of State. The surtax imposed in Section 1 shall become effective on January 1, 2018 and following the issuance of a certificate by the Department of State evidencing that a majority of the electors voting in the referendum election held on August 26, 2014, voted for the measure and shall continue until the expiration of voted levy at which time it shall be deemed repealed without further action by the Board.

DONE AND ENACTED this 15th day of May 2014.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.  
By: \_\_\_\_\_  
Title: ASST. COUNTY ATTORNEY  
Date: MAY 5, 2014

ENACTED: \_\_\_\_\_

FILED WITH DEPARTMENT OF STATE: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Virginia Hollingsworth who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

### Notice of Intent to Adopt a County Ordinance

Was published in said newspaper in the issue(s) of:

May 3, 2014

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 5th Day of May, 2014, by Virginia Hollingsworth, who is personally known to me.

Virginia Hollingsworth Affiant  
Nikki E. Nichols Notary Public

**NIKKI E. NICHOLS**  
Notary Public-State of FL  
Comm. Exp. Aug. 01, 2016  
Comm. No EE 215743

#### NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

**NOTICE IS HEREBY GIVEN** of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, May 18, 2014 at 8:31 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A SPECIAL REFERENDUM ELECTION ON AUGUST 26, 2014, TO EXTEND THE ONE-CENT LOCAL OPTION SALES TAX IMPOSED BY ORDINANCE NO. 2005-14 FOR ELEVEN YEARS; PROVIDING THAT THE LEVY BE EFFECTIVE FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2028; PROVIDING BALLOT LANGUAGE; DIRECTING THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS TO ADVERTISE THE SPECIAL REFERENDUM ELECTION IN ACCORDANCE WITH LAW; PROVIDING FOR DISTRIBUTION OF PROCEEDS TO THE COUNTY AND MUNICIPALITIES PURSUANT TO LAW OR INTERLOCAL AGREEMENT; PROVIDING FOR USE OF THE REVENUES; PROVIDING FOR NOTICES TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 585-4900 at least seven days prior to the date of hearing.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Legal No. 1623308 1T May 3, 2014



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-6163**

**11.**

## **BCC Regular Meeting**

**Meeting Date:** 05/15/2014

**Issue:** Committee of the Whole Recommendation

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

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### **Recommendation:**

**Committee of the Whole Recommendation**

The Committee of the Whole (C/W), at the May 8, 2014, C/W Workshop, recommends that the Board adopt the *Legal Representation for Commissioners and County Employees Policy* (Item 4).

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### **Attachments**

**Policy - Legal Representation for Commissioners and County Employees**

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**Board of County Commissioners**  
**Escambia County, Florida**

Title: Legal Representation for Commissioners and County Employees

Date Adopted:

Effective Date:

Reference:

Policy Amended: New Policy

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**A. Purpose:**

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

**B. Definitions:**

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed \$250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

**C. Policy.**

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

**D. Procedures:**

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

**E. Board Action.**

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

**F. Agreement.**

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

**G. Investigations and Grand Jury Investigations.**

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-6138**

**Clerk & Comptroller's Report 12. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 05/15/2014

**Issue:** Investment Advisory and Management Services

**From:** Pam Childers, Clerk of the Circuit Court & Comptroller

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

**Recommendation Concerning Investment Advisory and Management Services**

That the Board authorize Pam Childers, Clerk of the Circuit Court and Comptroller, in her capacity as Chief Investment Officer, to piggyback off of the Contract between St. Lucie County Clerk of Circuit Court and Davidson Fixed Income Management, Inc., to provide Investment Advisory and Management Services, with an effective date beginning June 1, 2014; the funds to be invested will be repositioned from the short-term portfolio and the fees will be paid from portfolio interest earnings.

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**Attachments**

**Investment Advisor Agreement**

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## **INVESTMENT ADVISOR AGREEMENT**

THIS AGREEMENT, entered into as of the 1st day of June in the year of 2014, by and between Pam Childers, Escambia County Clerk of Circuit Court and Comptroller, a Florida constitutional office (hereinafter the "Client"), and DAVIDSON FIXED INCOME MANAGEMENT, INC, with an office in Orlando, Florida (hereinafter the "Advisor").

### **WITNESSETH**

**WHEREAS**, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

**WHEREAS**, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

**WHEREAS**, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

#### **1. SERVICES OF ADVISOR.**

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Client's Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Client's

Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Client's Funds. The Advisor shall furnish the Client with statistical information and reports with respect to the investments of the Managed Funds. The Advisor will have discretion and shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to the depository designated by the Client (the "Custodian") as its custodian as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers.

The depository designated by the Client (the "Custodian") shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets in the Managed Funds and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by Escambia County in accordance with the Escambia County, Florida Investment Policy as amended June 10, 2013 and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds.

## 2. COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the [(Market Value on the 1st day of the month+ the Market Value on last day of the month)/2 x (basis points fee)/12].

The fixed fee schedule for Core Assets under management is as follows:

0 to \$25 million	0.065% (6.5 basis points)
>\$25 million to \$50 million	0.06% (6 basis points)
>\$50 million	0.055% (5.5 basis points)

The Advisor will bill the Client monthly for services performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the statement was rendered.

(b) Assets invested by the Advisor (defined as "Advisor" on pg. 1) under the terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(c) If, and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

### **3. EXPENSES.**

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, fees and expenses of the Custodian of the Managed Funds including safekeeping of funds and securities and the keeping of books and accounts.

### **4. REGISTERED ADVISOR; DUTY OF CARE.**

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose penalties under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client or the Advisor may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

### **5. ADVISOR'S OTHER CLIENTS.**

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other

clients which may differ from advice given or the timing or nature of action taken with respect to the Client's Managed Funds accounts. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Client's Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

## **6. TERM.**

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time for any reason, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice.

## **7. FORCE MAJEURE.**

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

## **8. DISCIPLINARY ACTIONS.**

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, or any regulatory authority of any State based upon the performance of services as an investment advisor.

## **9. INDEPENDENT CONTRACTOR.**

The Advisor, its employees, officers and representatives, shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

## **10. STATEMENTS.**

The Advisor shall maintain appropriate records of all its activities hereunder. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. In computing the market value of any investment in the Account for purposes of this Agreement, each security listed on any national securities exchange will be valued at its closing sales price at the close of business on the valuation date; but the listed securities not traded on such date, and any unlisted security regularly traded in an over-the-counter market, shall be valued at the latest available bid price quotation furnished to Advisor by such sources as it may deem appropriate. Any other property shall be valued in such manner as determined by Advisor to reflect its fair market value. The monthly statement must be received by the Client no later than 10 days after the statement date. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client. The statement may be submitted by electronic format.

## **11. MEETINGS.**

The Advisor may be required to participate in the Clerk's quarterly meetings either by personal appearance or by conference call. The Advisor is required to attend an annual performance review conducted by the Clerk of Court and the Comptroller and provide an annual training update to the investment staff. The Advisor may be required to participate and/or make oral presentations to the Board of County Commissioners whenever necessary.

**12. THE ADVISOR'S DISCLOSURE STATEMENT.**

The Advisor warrants that it has delivered to the Client, at least five business days prior to the execution of this Agreement, the Advisor's current Securities and Exchange Commission Form ADV, Part II (disclosure statement). The Client acknowledges receipt of such disclosure statement at least five business days prior to the execution of this Agreement.

**13. MODIFICATION.**

This Agreement shall not be changed, modified, or discharged in whole or in part, except by mutual consent of the parties hereto as evidenced by an instrument in writing signed by both parties hereto or their respective successors or assigns.

**14. SUCCESSORS AND ASSIGNS.**

The provisions of this Agreement shall be binding on the Advisor and its respective successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the prior written consent of the Client.

**15. NOTICE.**

Written notices required under this Agreement shall be sent by certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address:

Escambia County Clerk of Circuit  
190 West Government Street  
Pensacola, FL 32502  
Attn: Justin Smith, Manager, Disbursements/Contracts

Advisor's Address:

Davidson Fixed Income Management  
941 West Morse Boulevard, Suite 100  
Winter Park, FL 32789  
Attn: Mel Hamilton, Senior Vice President

**16. APPLICABLE LAW.**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. Venue for any action arising from this Agreement shall be in Escambia County, Florida. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

**17. ABIDE BY CLIENTS INVESTMENT POLICY.**

The Advisor is required to sign the most current County's investment certification form, which requires the Advisor to pledge due diligence in conforming to the Escambia County, Florida Investment Policy except for section IX, Authorized Investments Institutions and Dealers. The Advisor shall be required to sign the investment certification form whenever the investment policy is amended by the Board of County Commissioners.

**18. EXECUTION AND SEVERABILITY.**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**19. FLORIDA PUBLIC RECORDS LAW.**

Advisor acknowledges that this Agreement and any related correspondence, email, financial records, audits, reports, plans, and other documents created or received by Advisor in the performance of this Agreement may be subject to disclosure to members of the public



pursuant to Chapter 119, Florida Statutes. Accordingly, Advisor will provide Client with access to and copies of its documents in response to a public records request pursuant to Chapter 119, Florida Statutes. Notwithstanding any other language in this Agreement, in the event Advisor fails to abide by the provisions of Chapter 119, Florida Statutes, Client may, without prejudice to any other right or remedy and after giving Advisor seven days written notice during which period Advisor still fails to allow access to or copies of such documents, terminate this Agreement effective immediately.

**20. ENTIRE AGREEMENT.**

This Agreement, including the Appendices attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiation, representations and proposals, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

**DAVIDSON FIXED INCOME MANAGEMENT, INC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-6119

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Consent

Meeting Date: 05/15/2014

Issue: Acceptance of Proclamations Declaring State of Local Emergency

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

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**Recommendation:**

**Recommendation Concerning Acceptance of the Proclamations Declaring State of Local Emergency**

That the Board accept, for filing with the Board's Minutes, the following two Proclamations relating to the April 29, 2014, Severe Weather Event:

A. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. April 29, 2014, as adopted by the Chairman on April 29, 2014, and filed with the Department of State on April 30, 2014; and

B. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by the Severe Weather Event, effective for seven days beginning 9:00 p.m. May 6, 2014, as adopted by the Chairman on May 3, 2014, and filed with the Department of State on May 5, 2014.

---

**Attachments**

Proclamation State of Local Emergency (1)

Proclamation State of Local Emergency (2)

---

PROCLAMATION  
DECLARING STATE OF LOCAL EMERGENCY  
(BY CHAIRMAN OF BCC)

WHEREAS, the Emergency Management Division has advised that SEVERE WEATHER  
EVENT  
has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and  
welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County,  
Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of  
County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), in the event a special  
meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of  
County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), I hereby  
proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia  
County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County  
Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), in the event a special meeting of  
the Board of County Commissioners cannot be convened, the Chairman of the Board of  
County Commissioners may declare a state of local emergency.

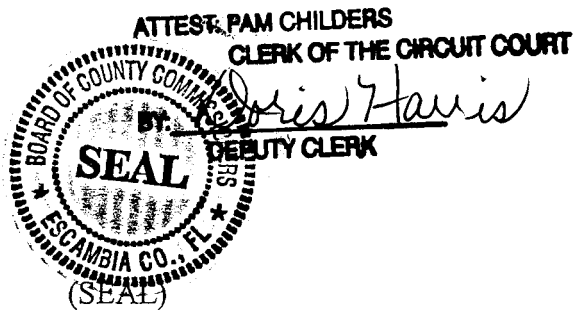
5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 9:00 p. m., central time, this 29<sup>th</sup> day of APRIL 2004.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
  - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
  - b. Entering into contracts.
  - c. Incurring obligations.
  - d. Employment of permanent and temporary workers.
  - e. Utilization of volunteer workers.
  - f. Rental of equipment.
  - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
  - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly

or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. The Comprehensive Emergency Management Plan is hereby activated.
9. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
10. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: *Lynn J. May*  
Chairman



Dated this 29<sup>th</sup> day of APRIL 2014.

**PROCLAMATION  
DECLARING STATE OF LOCAL EMERGENCY  
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that Severe Weather Event as the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

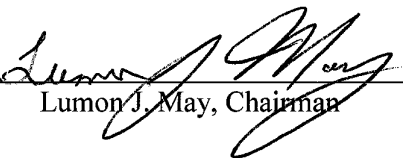
1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 9:00 p.m., central time, this 6<sup>th</sup> day of May 2014.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
  - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
  - b. Entering into contracts.
  - c. Incurring obligations.
  - d. Employment of permanent and temporary workers.
  - e. Utilization of volunteer workers.
  - f. Rental of equipment.
  - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
  - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly

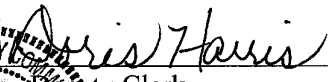
or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance and the adopted Escambia County Management Plan.

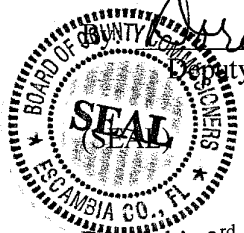
8. The Comprehensive Emergency Management Plan is hereby activated.
9. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
10. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By:   
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

  
Deputy Clerk



Dated this 3<sup>rd</sup> day of May 2014.





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-6130

Clerk & Comptroller's Report 12. 3.

BCC Regular Meeting

Consent

Meeting Date: 05/15/2014

Issue: Acceptance of Pensacola Sports Association Financial Statements

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

---

**Recommendation:**

Recommendation Concerning Acceptance of Pensacola Sports Association, Inc., Financial Statements

That the Board accept, for filing with the Board's Minutes, the *Pensacola Sports Association, Inc., Financial Statements September 30, 2013, with Independent Auditors' Report*, as prepared and audited by Carlson & Company, Chartered, Certified Public Accountants, provided by Sally Garst, Special Events, Pensacola Sports Association, Inc., and received in the Clerk to the Board's Office on May 2, 2014.

---

**Attachments**

Pensacola Sports Assn. Financial Statements

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101 WEST MAIN STREET  
POST OFFICE BOX 12463  
PENSACOLA, FLORIDA 32591  
PHONE: 850/434-2800  
FAX: 850/432-4237  
www.pensacolasports.com

April 17, 2014

Ms. Pam Childers  
Clerk of the Circuit Court  
Escambia County  
221 Palafox Place  
Pensacola, FL 32502

Re: 2013 Audited Financial Statement for Pensacola Sports Association

Dear Ms. Childers:

We respectfully submit the 2013 audited financial statements for the Pensacola Sports Association as required by our contract with Escambia County (dated January 1, 2014).

Thank you for the help and support your office provides; should you have any questions, please call me any time at 434-2800.

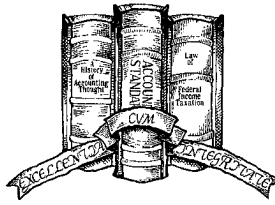
PENSACOLA SPORTS ASSOCIATION

A handwritten signature in blue ink that reads 'Sally Garst'.

Sally Garst  
Special Events  
Pensacola Sports Association

Enclosure

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY COMMISSIONER  
2014 MAY -2 A 11:50



**Carlson & Company, Chartered**  
Certified Public Accountants

**Pensacola Sports Association, Inc.**

Pensacola, Florida

Financial Statements

September 30, 2013

with

Independent Auditors' Report

**Pensacola Sports Association, Inc.**

Pensacola, Florida

Financial Statements

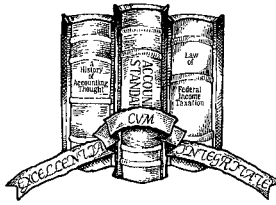
September 30, 2013

with

Independent Auditors' Report

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Statement of Activities	4
Statement of Changes in Net Assets	5
Statement of Cash Flows	6
Notes to the Financial Statements	7
Unaudited Supplementary Information:	
Independent Auditors' Report on Unaudited Supplementary Information	11
Unaudited Supplemental Schedule of Expenses	12



# Carlson & Company, Chartered

Certified Public Accountants

## Independent Auditors' Report

To the Board of Directors  
Pensacola Sports Association, Inc.  
Pensacola, Florida

We have audited the accompanying financial statements of Pensacola Sports Association, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2013, and the related statement of activities, statement of changes in net assets, and statement of cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pensacola Sports Association, Inc., as of September 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

March 31, 2014

*Carlson & Company*

**Pensacola Sports Association, Inc.**

Statement of Financial Position

September 30, 2013

ASSETS	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Current assets:				
Cash and cash equivalents	\$ 42,623	\$ -	\$ 26,446	\$ 69,069
Cash - scholarship escrow	13,987	-	-	13,987
Accounts receivable	7,732	-	18,539	26,271
Prepaid expense	15,294	-	354	15,648
Intercompany due from/(to)	44,277	-	(44,277)	-
Total current assets	<u>123,913</u>	<u>-</u>	<u>1,062</u>	<u>124,975</u>
Other assets:				
Investments	<u>581,318</u>	<u>-</u>	<u>-</u>	<u>581,318</u>
Property and equipment:				
PSA building	-	423,757	-	423,757
Office equipment	40,333	-	13,502	53,835
Vehicles	15,816	-	-	15,816
Total property and equipment, at cost	<u>56,149</u>	<u>423,757</u>	<u>13,502</u>	<u>493,408</u>
Less accumulated depreciation	<u>(34,352)</u>	<u>(363,720)</u>	<u>(12,248)</u>	<u>(410,320)</u>
Property and equipment, net	<u>21,797</u>	<u>60,037</u>	<u>1,254</u>	<u>83,088</u>
Total assets	<u>\$ 727,028</u>	<u>\$ 60,037</u>	<u>\$ 2,316</u>	<u>\$ 789,381</u>
LIABILITIES AND NET ASSETS				
Current liabilities:				
Accounts payable	\$ 1,346	\$ -	\$ -	\$ 1,346
Deferred revenue - event prepayments	127,779	-	-	127,779
Scholarship escrow liability	13,050	-	-	13,050
Total liabilities	<u>142,175</u>	<u>-</u>	<u>-</u>	<u>142,175</u>
Net assets:				
Unrestricted net assets	<u>584,853</u>	<u>60,037</u>	<u>2,316</u>	<u>647,206</u>
Total liabilities and net assets	<u>\$ 727,028</u>	<u>\$ 60,037</u>	<u>\$ 2,316</u>	<u>\$ 789,381</u>

The accompanying notes are an integral part of these financial statements.

**Pensacola Sports Association, Inc.**  
**Statement of Activities**  
For the Year Ended September 30, 2013

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Change in unrestricted net assets:				
Revenues and support:				
Corporate sponsorships	\$ 163,465	\$ -	\$ -	\$ 163,465
Program revenues	430,135	-	-	430,135
Escambia Co. tourist development contract	-	-	427,739	427,739
BP tourism program	-	-	38,038	38,038
In-kind donation	47,205	-	-	47,205
In-kind land lease	33,600	-	-	33,600
Membership dues	26,670	-	-	26,670
Miscellaneous	5,827	-	-	5,827
Interest and dividends	20,773	-	-	20,773
Rental revenue	4,800	-	-	4,800
Recognized loss on investments	(2,861)	-	-	(2,861)
Realized gain on investments	3,004	-	-	3,004
Total revenues	<u>732,618</u>	<u>-</u>	<u>465,777</u>	<u>1,198,395</u>
Expenses:				
Management and general expenses	217,682	-	-	217,682
Program related expenses	361,079	-	465,724	826,803
In-kind donations	47,205	-	-	47,205
In-kind land lease	33,600	-	-	33,600
Depreciation	2,299	21,188	842	24,329
Total expenses	<u>661,865</u>	<u>21,188</u>	<u>466,566</u>	<u>1,149,619</u>
Change in unrestricted net assets	<u>\$ 70,753</u>	<u>\$ (21,188)</u>	<u>\$ (789)</u>	<u>\$ 48,776</u>

The accompanying notes are an integral part of these financial statements.



**Pensacola Sports Association, Inc.**  
Statement of Changes in Net Assets  
For the Year Ended September 30, 2013

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Net assets, beginning of year	\$ 514,100	\$ 81,225	\$ 3,105	\$ 598,430
Change in net assets	<u>70,753</u>	<u>(21,188)</u>	<u>(789)</u>	<u>48,776</u>
Net assets, end of year	<u>\$ 584,853</u>	<u>\$ 60,037</u>	<u>\$ 2,316</u>	<u>\$ 647,206</u>

The accompanying notes are an integral part of these financial statements.

**Pensacola Sports Association, Inc.**  
Statement of Cash Flows  
For the Year Ended September 30, 2013

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
<b>Cash flow from operating activities:</b>				
Change in net assets	\$ 70,753	\$ (21,188)	\$ (789)	\$ 48,776
Reconciliation of change in net assets to net cash provided by operating activities:				
Depreciation expense	2,299	21,188	842	24,329
Change in accounts receivable	(3,739)	-	11,636	7,897
Change in prepaid expenses	(4,558)	-	2	(4,556)
Change in accounts payable	(2,163)	-	-	(2,163)
Change in deferred revenue	57,635	-	-	57,635
Change in scholarship escrow liability	2,000	-	-	2,000
Interest & dividends from investments	(20,767)	-	-	(20,767)
Recognized loss on investments	2,861	-	-	2,861
Realized gain on investments	(3,004)	-	-	(3,004)
Cash provided by operating activities	<u>101,317</u>	<u>-</u>	<u>11,691</u>	<u>113,008</u>
<b>Cash flows from investing activities:</b>				
Purchase of fixed assets	(15,816)	-	-	(15,816)
Addition to investment funds	(86,000)	-	-	(86,000)
Cash (used in) investing activities	<u>(101,816)</u>	<u>-</u>	<u>-</u>	<u>(101,816)</u>
<b>Cash flows from financing activities:</b>				
Change in intercompany loans	(13,054)	-	13,054	-
Cash (used) provided by financing activities	<u>(13,054)</u>	<u>-</u>	<u>13,054</u>	<u>-</u>
Net (decrease) increase in cash	(13,553)	-	24,745	11,192
Cash at beginning of year	<u>70,163</u>	<u>-</u>	<u>1,701</u>	<u>71,864</u>
Cash at end of year	<u>\$ 56,610</u>	<u>\$ -</u>	<u>\$ 26,446</u>	<u>\$ 83,056</u>
Cash interest paid	\$ -	\$ -	\$ -	\$ -
Cash income taxes paid	\$ -	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

**Pensacola Sports Association, Inc.**

Notes to the Financial Statements

September 30, 2013

(Continued)

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Revenue Recognition**

All revenues are recognized on the accrual basis of accounting. The main sources of revenue are program revenues for sponsored events, tourist development funds from Escambia County, corporate sponsorships, and membership dues. The Association also receives substantial in-kind donations for advertising, land usage, and refreshments at sponsored events.

**Expense Allocation**

Expenses which are directly related to the various programs or supporting services are charged directly against the related program or service and are shown as program related expenses. Operating expenses include those expenses not directly identifiable to a specific program or event.

**Use of Estimates**

The preparation of financial statements under generally accepted accounting principles requires the use of estimates. This will affect the reported amounts of assets, liabilities, disclosures, and contingent items at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from these estimates and the variances may be material.

**Donated Materials and Services**

Donated materials and services are reflected in the financial statements at the fair value of the services rendered. The contributions of services are recognized if the services received create or enhance assets, require specialized skills that are provided by individuals possessing those skills, are objectively measurable, and would typically need to be purchased if not provided by donation.

The Association also benefits from non-skilled services donated by volunteers. However, the value of these donated non-skilled services is not included in these financial statements since no objective basis is available to measure the value of these services.

**Income Taxes**

The Association qualifies as an organization exempt from income tax under Section 501(c) (4) of the Internal Revenue Code according to Internal Revenue Service determination letters dated July 27, 1959; December 1, 1969; July 26, 1974; and December 17, 1979. Under present regulations the Association does not have any unrelated business income and is not subject to income tax. The Association is required to file an annual information return, Form 990, with the Internal Revenue Service. All filings are up to date.

**Subsequent Events**

The Association has evaluated subsequent events for potential recognition and/or disclosure in the September 30, 2013 financial statements through March 31, 2014, the date the financial statements were available to be issued.

**Pensacola Sports Association, Inc.**

Notes to the Financial Statements

September 30, 2013

(Continued)

**NOTE 3 – FAIR VALUES OF FINANCIAL INSTRUMENTS**

Generally accepted accounting principles require not-for-profit corporations to report investments at fair market value. Fair value is defined as the exchange price that would be received for an asset, or paid to transfer a liability (an exit price), in the principal or most advantageous market for the item in an orderly transaction between market participants on the measurement date. A fair value hierarchy has been established which requires an organization to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

A fair value hierarchy prioritizes the inputs uses to measure fair market value. The three levels of the fair value hierarchy are as follows:

Level 1 – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Include other inputs that are directly or indirectly observable in the market-place.

Level 3 – Unobservable inputs which are supported by little or no market activity.

The fair value of the Association's investments have been determined based on quoted market price of identical assets (Level 1). The cost and fair market value of the investments held by the Association as of September 30, 2013, were:

	<u>Cost</u>	<u>Fair Value</u>
Accrued interest on bonds/CDs	\$ 1,575	\$ 1,575
Cash	84	84
Money funds	108,048	108,048
Exchange traded & closed end funds	26,341	23,914
Preferred stocks	20,645	20,768
Fixed rate capital securities	27,956	28,772
Government securities	11,986	12,583
Mutual funds	195,908	208,193
Trak advisory service	47,079	58,353
Corporate bonds	106,107	119,028
Subtotal	<u>545,729</u>	<u>581,318</u>
Unrealized gain on investments	35,589	-
Total Investments	<u><u>\$ 581,318</u></u>	<u><u>\$ 581,318</u></u>

**NOTE 4 – CONCENTRATION OF SUPPORT**

The Association receives a significant portion of its revenue from sports marketing grants from Escambia County, Florida. Non-renewal of these grants would impact the activities of the Association. The Escambia County grant money is generated from the Tourist Development Commission bed tax. Future funding is highly dependent on tourism.

**Pensacola Sports Association, Inc.**

Notes to the Financial Statements

September 30, 2013

**NOTE 1 - SCOPE AND PURPOSE**

The Pensacola Sports Association, Inc. (the Association), is a not-for-profit corporation organized under the laws of the State of Florida. The Association's purpose is to promote regional economic development through the organization of amateur and professional sports events in Northwest Florida.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Financial Statement Presentation**

The Association presents its financial statements in a fund accounting format. The Association's building activities are shown separate from the sports marketing and regular operating activities.

The Association considers any donor imposed restrictions on revenues received and reports its financial position and activities in three classes of net assets: (1) unrestricted net assets, (2) temporarily restricted net assets, and (3) permanently restricted net assets. If there is no restriction, it is unrestricted. If the donor restriction will be satisfied with the passage of time, or a specified event, the contribution is temporarily restricted until the restriction is met, then it is moved to unrestricted. If the donor restriction will never expire, it is permanently restricted. The Association had only unrestricted net assets at year end.

**Cash Equivalents**

For purposes of the statement of cash flows, cash consists of cash on hand, cash in operating, sports marketing, and scholarship escrow bank accounts.

**Accounts Receivable**

Accounts receivable represents amounts due for grant reimbursements, sponsorships, and amounts due from parking sublease. Accounts receivable are stated at the amount expected to be collected from outstanding balances. Based on past experience, no provision for uncollectible accounts is considered necessary.

**Property and Equipment**

Property and equipment are recorded at the cost of acquisition for purchased items. Donated assets are recorded at the estimated fair market value. Depreciation is calculated using the straight-line method based on the estimated useful lives of the individual assets. Principal ranges of estimated useful lives are:

Building and improvements	20 years
Furniture, fixtures and equipment	5 - 10 years

Expenditures for additions and major renewals are capitalized. Expenditures for maintenance and repair are expensed.

**Pensacola Sports Association, Inc.**  
Notes to the Financial Statements  
September 30, 2013  
(Continued)

**NOTE 5 – ESCAMBIA COUNTY GRANT CONTRACT REQUIREMENT**

Escambia County requires the Association to maintain a separate bank account to deposit all county funds received and to keep a separate accounting of county funds. The Association has maintained a separate account in response to this requirement. This account is included in the cash and cash equivalents section of the statement of financial position in the sports marketing activities fund column.

**NOTE 6 – RELATED PARTY TRANSACTIONS**

During the fiscal year, the Association purchased promotional items from a company owned by a current board member. These transactions were put forth for competitive bids before being authorized. Purchases of \$26,628 were made from this vendor during the fiscal year.

In addition, a former officer of the executive committee was paid for contract labor to assist in event planning. Payments to the former officer totaled \$13,500 for the fiscal year.

**NOTE 7 – OPERATING LEASE OBLIGATION**

The Association acquired a copy machine through an operating lease arrangement. Monthly payments are \$410 per month. The minimum non-cancelable commitments under the lease arrangement are:

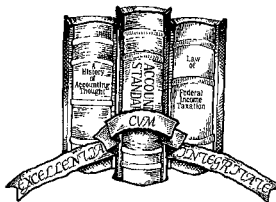
Year ended September 30, 2014	4,920
Year ended September 30, 2015	4,510

**NOTE 8 – OTHER LEASE OBLIGATIONS**

The Association has a lease with the City of Pensacola Community Redevelopment Agency for the land on which the building and parking lot are located. The Association has a sub-lease agreement with the Pensacola Association of Realtors for some of the parking spaces. If the Pensacola Association of Realtors defaulted on the sub-lease agreement, the Association would be responsible for the entire amount of \$4,257 annually according to their lease agreement with the City of Pensacola.

**NOTE 9 – CONCENTRATION OF CREDIT RISK**

The Association maintains cash balances at banks and a brokerage house. Bank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of September 30, 2013, cash deposits at the bank did not exceed this amount. Brokerage accounts are insured by the Securities Investors Protection Corporation (SIPC) up to \$500,000. SIPC coverage only protects the Association against broker error or fraud, not a loss of the underlying investment. As of September 30, 2013, the non-cash amount on deposit at the brokerage house did not exceed this amount.



Carlson & Company, Chartered  
Certified Public Accountants

Independent Auditors' Report  
On Unaudited Supplementary Information

To the Board of Directors  
Pensacola Sports Association, Inc.  
Pensacola, Florida

Our audit of the financial statements of Pensacola Sports Association, Inc. (the Association), as of and for the year ended September 30, 2013, was made for the purpose of formulating an opinion on the basic financial statements taken as a whole. The additional information presented in the unaudited supplemental schedule of expenses on the following page is not a required part of the basic financial statements of Pensacola Sports Association, Inc. It has been taken primarily from accounting and other records of the Association, and is presented solely for purposes of additional analysis. This information has not been subjected to tests and other auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or any other form of assurance on the additional information.

*Carlson & Company*

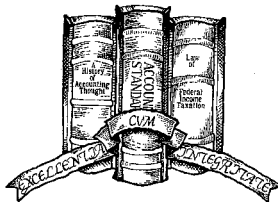
March 31, 2014

**Pensacola Sports Association, Inc.**  
 Unaudited Supplemental Schedule of Expenses  
 For the Year Ended September 30, 2013

	Administration Management and General	Sports Marketing Program Related Activities
	<u>                    </u>	<u>                    </u>
Accounting and audit	\$ -	\$ 8,500
Advertising	-	12,618
Bank and credit card service charges	1,028	-
BP tourism program	-	38,037
Computer upgrades and supplies	3,171	-
Contract labor	13,500	-
Employee benefits	29,660	-
Dues and subscriptions	1,882	3,128
Fundraising and member promotion	15,145	-
Insurance	19,765	-
Miscellaneous	6,099	-
Office supplies and postage	10,237	3,710
Payroll and payroll tax expense	115,631	143,600
Public promotion	1,215	-
Repairs, maintenance and janitorial	14,998	-
Telephone and utilities	6,454	8,646
Travel, hosting and bids	3,897	222,485
Overhead allocation	(25,000)	25,000
	<u>                    </u>	<u>                    </u>
Total	<u>\$ 217,682</u>	<u>\$ 465,724</u>

See Independent Auditors' Report on Unaudited Supplementary Information.





**Carlson & Company, Chartered**  
Certified Public Accountants

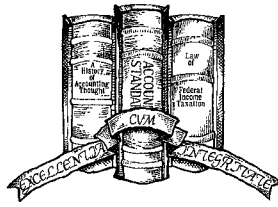
**Pensacola Sports Association, Inc.**

Pensacola, Florida

September 30, 2013

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Communication with those Charged with Governance	2



# Carlson & Company, Chartered

Certified Public Accountants

March 31, 2014

To the Board of Directors  
Pensacola Sports Association, Inc.  
Pensacola, Florida

In planning and performing our audit of the financial statements of Pensacola Sports Association, Inc. (the Association) as of and for the year ended September 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the Association's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph, and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, that allows a reasonable possibility of material misstatement in the financial statements that is not prevented, or detected and corrected in a timely manner. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the Association's internal control to be significant deficiencies:

### Segregation of accounting duties

The accountant has control of the general ledger, checks, and also reconciles the bank statement to the general ledger each month. The accountant is also an authorized signer on the bank accounts for "emergency" situations. Because the accountant has signature authority, extra control measures must be taken. Management recognizes the risk associated with the lack of segregation of duties and has established mitigating controls to address the risks by having the Executive Director review all canceled checks clearing the bank account each month. Management should continue to monitor this mitigating control on a monthly basis to ensure its effectiveness.

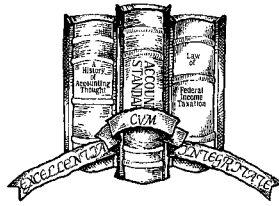
Pensacola Sports Association, Inc.

March 31, 2014

Page 2

This communication is intended solely for the information and use of management, the Board of Directors, and others within the Association, and is not intended to be and should not be used by anyone other than these specified parties.

*Carlson & Company's*



## Carlson & Company, Chartered

Certified Public Accountants

March 31, 2014

To the Board of Directors  
Pensacola Sports Association, Inc.  
Pensacola, Florida

We have audited the financial statements of Pensacola Sports Association, Inc. (the Association) for the year ended September 30, 2013, and have issued our report on them dated March 31, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated October 25, 2013. Professional standards also require that we communicate to you the following information related to our audit.

### **Qualitative Aspects of Significant Accounting Practices**

#### *Significant Accounting Policies*

Management, with the oversight of the Board of Directors, is responsible for the selection and use of appropriate accounting policies. A summary of the significant accounting policies for the Association is included in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements and are based on current judgments of management. Those judgments are normally based on knowledge and experience about past and current events, and assumption about future events. Some estimates are particularly sensitive because of their significance to the financial statements and the possibility that future events may be different from current judgments of management.

The most sensitive estimates affecting the financial statements for the Association are the fair market value of investments and the value of donated goods and services.

The estimate of the fair market value of the Association's investments is based on the stated fair market values on the end of the fiscal year brokerage statements. We agreed the market value amounts in the financial statements with the amounts on the September 30, 2013, brokerage statement and believe they are reasonable in relation to the financial statements taken as a whole.

The estimated value of donated goods and services is based on the fair market value of the donation. We inspected the supporting documentation for these items and discussed with the staff the basis on which the estimates were made. We believe the transactions and ending balances, which include in-kind income and in-kind expense, are fairly stated in relation to the basic financial statements taken as a whole.

### *Financial Statement Disclosures*

The financial statement disclosures are neutral, consistent, and clear.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the audit.

### **Uncorrected and Corrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We found no significant misstatements during our audit.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, that could be significant to the Association's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

### **Representations Received**

We have received written representations which are included in the attached letter.

### **Management Consultation with Other Independent Accountants**

In some cases management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Association's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no consultations with other independent accountants.

### **Independence**

In the normal course of our professional association with the Pensacola Sports Association, Inc., we generally discuss a variety of matters, including the application of accounting principles, auditing standards, operating and regulatory conditions affecting the Association, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as auditors for the Association.

### **Report Distribution**

This report is intended solely for the information and use of management and the Board of Directors of the Pensacola Sports Association, Inc. and is not intended to be, and should not be used by anyone other than these specified parties.

*Carlson & Company*



101 WEST MAIN STREET  
POST OFFICE BOX 12463  
PENSACOLA, FLORIDA 32591  
PHONE: 850/434-2800  
FAX: 850/432-4237  
[www.pensacolasports.com](http://www.pensacolasports.com)

## CLIENT REPRESENTATION LETTER

March 31, 2014

Carlson & Company, Chartered  
7100 Plantation Road, Building 21  
Pensacola, Florida 32504

This representation letter is provided in connection with your audit of the financial statements of Pensacola Sports Association, Inc. (the Organization), which comprise the statements of financial position as of September 30, 2013 and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of March 31, 2014, the following representations made to you during your audit.

### Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 25, 2013, including our responsibility for the preparation and fair presentation of the financial statements.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole.

9. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP.
10. Material concentrations have been properly disclosed in accordance with U.S. GAAP.
11. Guarantees, whether written or oral, under which the Association is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.

#### **Information Provided**

12. We have provided you with -
  - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b. Completeness and availability of all minutes of the meetings of the board of directors, and committees of directors, or summaries of actions of recent meetings for which minutes were not yet prepared.
  - c. Unrestricted access to persons within the Organization from whom you determined it necessary to obtain audit evidence.
13. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
14. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
15. We have no knowledge of any fraud or suspected fraud affecting the Organization involving.
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
16. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization communicated by employees, former employees, regulators, or others.
17. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
18. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
19. We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.
20. The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
21. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe had a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.

22. Pensacola Sports Association, Inc. is an exempt organization under Section 501 of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
23. In regards to the Form 990 (Return of Organization Exempt from Income Tax) services performed by you, we have made all management decisions and performed all management functions. We have designated an individual with suitable skill, knowledge, or experience to oversee the services and evaluated the adequacy and results of the services performed. We acknowledge we are responsible for the presentation and accuracy of the information disclosed.
24. We acknowledge our responsibility for presenting the supplemental schedule of expenses in accordance with U.S. GAAP, and we believe the information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
25. We understand and have approved the adjusting journal entries that were made during your audit and they will be entered into the Organization's general ledger.
26. As part of your audit, you prepared the draft financial statements and related notes. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.

  
\_\_\_\_\_  
Organization Management

4/8/2014  
Date

  
\_\_\_\_\_  
Organization Officer

3-31-14  
Date





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-6140**

**Clerk & Comptroller's Report 12. 4.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 05/15/2014

**Issue:** Minutes and Reports

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

- A. Approve the Minutes of the Regular Board Meeting held April 29, 2014;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 29, 2014; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held April 10, 2014.

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**Attachments**

April 29, 2014, Agenda Work Session Report

April 10, 2014 CW Report

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD APRIL 29, 2014  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:02 a.m. – 12:30 p.m.)

Present: Commissioner Lumon J. May, Chairman, District 3  
Commissioner Steven L. Barry, Vice Chairman, District 5  
Commissioner Wilson B. Robertson, District 1  
Commissioner Grover C. Robinson IV, District 4  
Commissioner Gene M. Valentino, District 2  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
Susan Woolf, General Counsel to the Clerk  
Larry M. Newsom, Interim County Administrator  
Alison Rogers, County Attorney  
Doris Harris, Deputy Clerk to the Board  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., April 29, 2014, Regular Board Meeting was reviewed as follows:
  - A. Judy H. Witterstaeter, Interim County Administrator Newsom, County Attorney Rogers, Sandra "Sam" Slay, and Amy Lovoy, reviewed the agenda cover sheet, and Don Suarez commented concerning the 5:31 p.m. Public Hearing;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, County Attorney Rogers, and Joy D. Blackmon reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, County Attorney Rogers, Interim County Administrator Newsom, Matt Mooneyham, Joy D. Blackmon, Michael Rhodes, and Amy Lovoy reviewed the County Administrator's Report, and Robbie Schrock, Dottie Ford, W. A. "Buck" Lee, and Ron Ellington commented concerning Item III-2;
  - E. County Attorney Rogers, Donald R. Mayo, Ryan E. Ross, and Keith Wilkins reviewed the County Attorney's Report; and
  - F. Commissioner Robinson reviewed his add-on items and recognized Sarah Rachfal, Sandra "Sam" Slay, and Bill Peterson for their participation in the Florida Walks challenge.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD APRIL 10, 2014  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(11:54 a.m. – 12:53 p.m.)

Present: Commissioner Lumon J. May, Chairman, District 3  
Commissioner Steven L. Barry, Vice Chairman, District 5  
Commissioner Wilson B. Robertson, District 1  
Commissioner Grover C. Robinson IV, District 4  
Commissioner Gene M. Valentino, District 2  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
Larry Newsom, Interim County Administrator  
Alison Rogers, County Attorney  
Susan Woolf, General Counsel to the Clerk  
Lizabeth Carew, Recording Specialist  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman May called the Committee of the Whole (C/W) to order at 11:54 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Lizabeth Carew, Recording Specialist, Clerk to the Board's Office, that the Meeting was advertised in the Pensacola News Journal on April 5, 2014, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 7 – April 11, 2014, Legal No. 1621817*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Property Assessed Clean Energy (PACE) Program

A. Board Discussion – The C/W discussed Property Assessed Clean Energy (PACE) Program, and the C/W:

(1) Was advised by Commissioner Robinson that several Florida Counties have implemented the PACE Program, and Simon Properties has expressed an interest in participating in the Program; therefore, he requests that the Board consider moving forward with a PACE Program in Escambia County; and

(2) Agreed to reschedule this discussion for the June C/W Workshop; and

B. Board Direction – None.

4. Community/Feral Cats

A. Board Discussion – The C/W discussed Community/Feral Cats and agreed to allow staff to place a recommendation on the agenda for April 29, 2014, to schedule a Public Hearing to consider adopting an Ordinance relating to a community cat management program; and

B. Board Direction – None.

For Information: Marilyn Wesley, Director, Community Affairs Department, introduced John Robinson, Animal Services Manager.

5. Office of Public Information and Communications Communications Policy

A. Board Discussion – The C/W was advised by County Attorney Rogers that, at Commissioner Valentino's request, she has inserted new language concerning the County's official website into the Communications Policy (Page 13G, Section C.3.); and agreed to move forward with the Policy; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Pensacola Beach Tax Issues

A. Board Discussion – The C/W discussed Pensacola Beach Tax Issues, and the C/W:

- (1) Was advised by County Attorney Rogers that, with regard to Leonard J. Accardo, et al. vs. Gregory S. Brown, etc., et al., and 1108 Ariola, LLC, et al. vs. Chris Jones, etc., et al., it is anticipated that both Petitioners in these cases will request rehearings before the Supreme Court concerning its decisions; therefore, from a legal standpoint, the cases are still open; thus, the Escambia County ad valorem taxes collected that are the equal of the land portion still need to be escrowed in the event the leaseholders are successful;
- (2) Heard comments from Commissioner Robinson regarding the Board's inability to advise leaseholders on Pensacola Beach to not pay ad valorem taxes or to relieve the leaseholders of the 12% statutory interest rate being assessed;
- (3) Upon inquiry from Commissioner Barry, was advised by Amy Lovoy, Director, Management and Budget Services Department, that the only monies being escrowed are the taxes collected for the land portion, and the improvement money has been allocated; furthermore, to date, for 2013 Fiscal Year, just over \$16 million has been collected; and
- (4) Discussed absorbing the fees that the Santa Rosa Island Authority pays for certain County services, if the County begins collecting ad valorem taxes from the leaseholders; and

B. Board Direction – None.

Speaker(s):

W. A. "Buck" Lee

For Information: County Attorney Rogers disclosed that her husband runs a business on Pensacola Beach.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Perdido Key Easements

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Perdido Key Beach Nourishment Project History & Private Easement Discussion*, presented by Tim Day, Community & Environment Department, and the C/W:

(1) Heard the request from Mr. Day for Board direction/approval regarding the following staff recommendations:

- (a) Direct staff to initiate a process to contract with a firm to conduct appraisals;
- (b) Direct staff to initiate a process to contract with a firm (outside counsel) to attain easements through the eminent domain process;
- (c) Project limited to properties between Johnson Beach and Perdido Key State Park that have not previously granted an easement to the County; and
- (d) Recommend same terms and conditions as easement previously provided to landowners (south of 1975 CCCL [*Coastal Construction Control Line*] and expire 2026); and

(2) Agreed to allow Commissioner Valentino to work with staff on a recommendation to be brought to the Board at a formal (*Regular*) meeting for approval; and

B. Board Direction – None.

8. Adjourn

Chairman May declared the C/W Workshop adjourned at 12:53 p.m.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6133**

**County Administrator's Report 12.1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Community Redevelopment Agency Meeting Minutes, April 29, 2014

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 29, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the April 29, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

**BACKGROUND:**

On April 29, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

**PERSONNEL:**

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

It is policy that all Board Minutes be approved by the CRA Board.

**IMPLEMENTATION/COORDINATION:**

There are no Implementation or Coordination tasks associated with this recommendation.

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**Attachments**

CRA Minutes April 29

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**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
April 29, 2014  
8:45 a.m.**

---

**BOARD CHAMBERS, FIRST FLOOR,  
ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Vice Chair Gene M. Valentino  
Commissioner Wilson Robertson  
Commissioner Steven L. Barry

Absent: Chair Lumon J. May  
Commissioner Grover Robinson, IV

Staff Present: Alison Rogers, County Attorney  
Carolyn Barbour, Administrative Assistant  
Clara Long, Division Manager  
Keith Wilkins, Department Director

Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF  
SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Public Forum**

**II. Technical/Public Service**

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 18, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the March 18, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn



Barbour, Administrative Assistant.

**Vote:** 3 - 0

### **III. Budget/Finance**

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ellen J. Givens, the owners of residential property located at 539 South 2nd Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement;
2. The Agreements between Escambia County CRA and James C. and Jannie N. Hixon, the owners of residential property located at 828 Montclair Road, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$4,600, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof and window replacement;
3. The Agreements between Escambia County CRA and Linda Hixon, the owner of residential property located at 1307 West Avery Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,545, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for roof replacement and sewer connection;
4. The Agreements between Escambia County CRA and Barbara L. Larkin, the owner of residential property located at 2324 Grundy Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,367, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for septic replacement;
5. The Agreements between Escambia County CRA and Michael K. and Deborah A. Louie, the owners of residential property located at 113 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$975, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;
6. The Agreements between Escambia County CRA and ImSuk Thomas, the owner of residential property located at 106 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$620, representing an

in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

**Vote: 3 - 0**

2. Recommendation Concerning Cancellation of Eight Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following eight lien cancellations, as the recipients have met their Grant requirements:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
Edrina L. Brown	132 Marine Drive	\$1,238
Trevor J. Hall	420 South 1st Street	\$6,000
Richard C. and Anita G. Hyder	123 Southeast Gilliland Road	\$ 650
Karen S. Kriegel	2 Victoria Place	\$2,400
Clara A. Speigle	102 Milton Road	\$ 857
Randall S. and Clara A. Speigle	100 Milton Road	\$ 845
Randal S. Speigle	106 Milton Road	\$ 870
Robert M. Tarter	203 Marine Drive	\$1,050

B. Authorize the Chairman to execute the Cancellation of Lien documents.

**Vote: 3 - 0**

3. Recommendation Concerning Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 3700 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 3700 North Palafox Street:

A. Approve cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for Underwood Group I, LLC, located at 3700 North Palafox Street, in the amount of \$10,000. The Grant recipient has met the Grant requirements; and

B. Authorize the Chairman to execute the Cancellation of Lien document.

**Vote: 3 - 0**

#### **IV. Discussion/Information Items**

Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6117**

**County Administrator's Report 12. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Scheduling a Public Hearing to Consider Adopting a Resolution Approving the Transfer of an Exclusive Franchise to Operate a Water System

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting a Resolution Approving the Transfer of an Exclusive Franchise to Operate a Water System - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling of a Public Hearing for June 3, 2014, at 5:32 p.m., to consider adopting a Resolution approving the transfer of an exclusive franchise to operate a water system in accordance with Chapter 57-1313, Laws of Florida.

**BACKGROUND:**

On June 5, 1970, the Board of County Commissioners previously granted unto Bratt-Davisville Water System, Inc. (BDWS), an exclusive franchise to operate a water system utility in accordance with the provisions and conditions of Chapter 57-1313, Laws of Florida.

Pursuant to said Chapter 57-1313(3)(g), such franchise shall be transferrable and assignable provided that the then franchise holder and proposed transferee submit a request to the Board in writing, which application shall contain information concerning the financial status and other qualifications of the proposed transferee and such other information as the Board may require.

On March 18, 2014, the current franchise holder, BDWS, and the proposed transferee, Escambia River Electric Cooperative, Inc. (EREC), submitted a request for approval of the transfer of the franchise to EREC, effective upon the sale and assumption of all assets and liabilities of BDWS by EREC, and further provided documentation concerning the financial status and other qualifications of the proposed transferee, EREC.

Pursuant to Chapter 57-1313(3)(g)(2), a public hearing must be held on such a request to consider the financial status and other qualifications of the proposed transferee.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was prepared by Assistant County Attorney, Kristin D. Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval and execution by the Chairman, the Clerk shall forward a copy of the Resolution to Diane Collar, Area Director, United States Department of Agriculture - Department of Rural Development.

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**Attachments**

Resolution-BrattDavisvilleWaterFranchise

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**RESOLUTION NUMBER R2014-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE TRANSFER OF AN EXCLUSIVE FRANCHISE TO OPERATE A WATER SYSTEM IN ACCORDANCE WITH CHAPTER 57-1313, LAWS OF FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 57-1313, Laws of Florida, the Board of County Commissioners has the authority to grant exclusive franchises for the construction, operation and maintenance of certain utilities, including water utility systems, in the unincorporated areas of Escambia County; and

**WHEREAS**, on or about June 5, 1970, the Board of County Commissioners granted unto Bratt-Davisville Water System, Inc., the "right, privilege, easement and exclusive franchise to own, operate, and/or manage a water system, water works, and/or water treatment plant concerning and for the production, distribution, and sale of water" in accordance with the provisions and conditions of Chapter 57-1313, Laws of Florida; and

**WHEREAS**, pursuant to Chapter 57-1313(3)(g), such franchise shall be transferrable and assignable provided that the then franchise holder and proposed transferee submit a request to the Board in writing, which application shall contain information concerning the financial status and other qualifications of the proposed transferee and such other information as the Board may require; and

**WHEREAS**, on March 18, 2014, the current franchise holder, Bratt-Davisville Water System, Inc. (BDWS), and the proposed transferee, Escambia River Electric Cooperative, Inc. (EREC), requested approval of the transfer of said franchise to EREC, effective upon the sale and assumption of all assets and liabilities of BDWS by EREC, and further provided documentation concerning the financial status and other qualifications of the proposed transferee; and

**WHEREAS**, after conducting a properly noticed public hearing on such request in accordance with Chapter 57-1313(3)(g)(2), the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to approve the transfer of said franchise to EREC.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

**SECTION 1.** That the foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** That the Board of County Commissioners hereby approves the transfer to EREC of the exclusive franchise previously granted to BDWS upon the express condition that EREC agree to levy and collect any future franchise fees that the County may ordain for private water utility systems.

**SECTION 3.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

**SECTION 4.** That the Clerk shall forward a copy of this Resolution to Diane Collar, Area Director, United States Department of Agriculture - Department of Rural Development.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDRESS FOR CLERK REGARDING:**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE TRANSFER OF AN EXCLUSIVE FRANCHISE TO OPERATE A WATER SYSTEM IN ACCORDANCE WITH CHAPTER 57-1313**

United States Department of Agriculture  
Department of Rural Development  
Diane Collar, Area Director  
932 N. Ferdon Blvd, Suite B  
Crestview, FL 32536





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6137**

**County Administrator's Report 12.3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Resolution Authorizing Escambia County to Apply For and Accept Certain Grant Awards Made by the FWC for Public Boat Ramp on Perdido Bay

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Resolution for a Public Boat Ramp on Perdido Bay - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Fish and Wildlife Conservation Commission for a Public Boat Ramp on Perdido Bay:

- A. Adopt the Resolution Authorizing Escambia County to Apply For and Accept Certain Grant Awards Made by the Florida Fish and Wildlife Conservation Commission for a Public Boat Ramp on Perdido Bay; and
- B. Authorize the Chairman to sign the Resolution.

**BACKGROUND:**

On March 6, 2014, the Board approved applying for a Florida Boating Improvement Program (FBIP) Grant up to \$150,000, with a 25% match not-to-exceed \$50,000, to the FWC for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway. Since that time, the following verbiage in the application has been brought to our attention: "Applications must include documentation authorizing the Project Manager to apply for and administer the grant on behalf of the applicant. Acceptable documentation includes, but is not limited to, adopted resolutions by the Governing Body, ordinances, charters, by-laws, and adopted rules or policies. Approved motions, or consent agenda items, will not be accepted." As a result, a formal Resolution must be adopted in order for the application process to move forward.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was prepared by the County Attorney's Office and had been approved as to form and legal sufficiency by Assistant County Attorney Kristin Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Community & Environment Department, Marine Resources Division, will forward the Resolution to the Florida Fish and Wildlife Commission for inclusion in the application package.

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**Attachments**

Resolution-FBIP Grant with FWC

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RESOLUTION NUMBER R2014 - \_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR A PUBLIC BOAT RAMP ON PERDIDO BAY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Fish and Wildlife Conservation Commission is authorized to make grants for boating access facilities under the Florida Boating Improvement Program; and

**WHEREAS**, Perdido Bay lacks sufficient public boat ramp facilities, and the Escambia County Marine Advisory Committee has designated Perdido Bay as a "high-priority" waterway for providing public boat ramp facilities; and

**WHEREAS**, the Escambia County Board of County Commissioners previously acquired certain real property for public boat ramp facilities on Lillian Highway with frontage on Perdido Bay; and

**WHEREAS**, the Board of County Commissioners has authorized a 25% match (up to \$50,000) for Florida Boating Improvement Program grant funding; and

**WHEREAS**, the Board of County Commissioners has further authorized that the County Administrator, as the designated Project Manager, has the authority to apply for and administer said grant on behalf of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the County Administrator, as the designated Project Manager, is authorized to apply for and administer the Florida Boating Improvement Program Grant with the Florida Fish and Wildlife Conservation Commission on behalf of Escambia County.

**SECTION 3.** That the County Administrator, as the designated Project Manager, is authorized to furnish such additional information as the Florida Fish and Wildlife Conservation Commission may require in connection with the application for the Florida Boating Improvement Program Grant.

**SECTION 4.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: 12/2/14



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6103

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/15/2014

Issue: Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa) Board of Directors

From: Marilyn Wesley

Organization: Community Affairs

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa) Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointments of Jamie Bristow, Founder/President, Nonprofit Match, Inc., and Richard Douglas McLeod, Store Manager, Lowes Corporation, to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors, as private sector representatives, for a three-year term, with each term of appointment to be effective May 15, 2014, through May 14, 2017.

#### **BACKGROUND:**

The Board of Directors for CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

On May 22, 2013, the Workforce Florida Board of Directors approved a new, statewide unified brand for Florida's Workforce System. Developed through statewide collaboration and market research, the new brand will be implemented throughout Florida during the 2013-2014 Fiscal Year. Thusly, Workforce Florida and Workforce Escarosa are now CareerSource Florida and CareerSource Escarosa, respectively. More information on the branding initiative can be found on the MyFlorida.com website.

Jamie Bristow and Richard McLeod replace former private sector representatives John Gormley and Jay Overman.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to this Board of Directors are made in accordance with state and federal legislation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with CareerSource Escarosa on this appointment.

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**Attachments**

[Jamie Bristow Appointment Info](#)

[Richard McLeod Appointment Info](#)

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March 25, 2014

Mrs. Susan Nelms  
Executive Director  
Career Source Escarosa  
9111 Sturdevant St. #A  
Pensacola, FL 32514

Dear Susan:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Ms. Jamie Bristow, Founder/President of Nonprofit Match, Inc. As you know, Jamie is heavily involved in our non-profit community and brings a strong background in collaborating with other community based organizations.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Ms. Jamie Bristow  
Founder/President  
Nonprofit Match, Inc.  
8100 W. Hwy. 98 #313  
Pensacola, FL 32506

She can be contacted via phone at (850) 455-6549 or by email at [jamie@nonprofitmatch1.com](mailto:jamie@nonprofitmatch1.com)

Thank you for your ongoing work to improve the employment opportunities for the Greater Pensacola Area.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott Luth  
Senior VP, Economic Development

**WORKFORCE ESCAROSA, INC.  
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): <input checked="" type="checkbox"/> Small Business (less than 500 employees) <input checked="" type="checkbox"/> Minority Owned
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Name:** Jamie Bristow    **Title:** Founder/President

**Business Name:** Nonprofit Match, Inc.

**Address:** 8100 W. Hwy. 98, #313      **Phone No.:** 850-455-6549

**FAX No.:** Same

**E-Mail:Address:** jamie@nonprofitmatch1.com

**Cell Phone No.:**850-748-2622

**Home Address:** Same as above

**MEMBERSHIP DEMOGRAPHICS (for reporting purposes)**

<b>GENDER:</b> <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<b>RACE:</b> <input checked="" type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	<b>VETERAN:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>AGE:</b> <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	<b>DISABLED:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**Community Organization Memberships**

N/A

Previous local memberships: Escambia Federated Republican Women’s Club, Impact 100, Association of Fundraising Professionals, Greater Pensacola Chamber’s Minority Business Development Council, African-American Heritage Society, Inc. and The Links, Inc., Pensacola Chapter.

**Board Memberships**

N/A

Previous local boards: Baptist Hospital, Ballet Pensacola, Inc., ARC-Gateway, Pensacola Shakespeare Theatre, Santa Rosa Kid’s House, Escambia Federated Republican Women’s Club, HIV Care Center, Inc. and Pensacola Museum of Art.

*Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.*

I have worked on behalf of nonprofit, charitable organizations for over 23 years and recently began working with the support services industry to place those with special needs in jobs. In the next few weeks, my team and I will receive job coach training through APD and become certified job coaches. With my background in training and development, the Workforce Escarosa, Inc. board can enhance my interest in workforce development here in the Panhandle and throughout Florida. I have always admired the efforts and history of Workforce Escarosa in its job placement success. It would be an honor to serve on the board of directors to help guide, lead and assist the organization in its vision.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes \_\_\_\_\_ No

Please attach a copy of your resume’ to this form



## Professional Vitae



### Jamie Bristow

Founder/President of Nonprofit Match, Inc. dba Nonprofitmatch1.com

[jamie@nonprofitmatch1.com](mailto:jamie@nonprofitmatch1.com)

#### Summary

Over twenty-three years of nonprofit management and direct consulting experience under JBEC Group(created in 1992 and merged with Nonprofit Match, Inc. in 2013), a full-service consulting for nonprofit, charitable organizations and small businesses. Concurrent experience as an entrepreneur specializing in nonprofit board development, financial development and organizational modeling and successful grant writing. Experience in key strategic visioning, community redevelopment, small business consulting, entrepreneurship training, investor outreach for businesses and community initiatives; marketing and development. Created Nonprofit Match, Inc. dba Nonprofitmatch1.com in 2007 designed to 'match' NPOs and donors across the US and internationally. Specializing in social media marketing, cause marketing, B2B advertising, member benefits packaging, e-marketing and customized donor recruitment/retention. Successfully retained over \$23 million for nonprofit organizations throughout the US and globally. Through JBEC Group and Nonprofit Match, Inc., successfully provide direct consulting and online donor-matching.

#### Specialties

Fund-raising, organizational development, social media marketing for nonprofit organizations and start-up businesses. Capabilities include training in nonprofit capacity-building, strategic planning and organizational modeling matrix. Created and developed grassroots, social enterprise technology firm which offers 'matching' technology for nonprofit organizations, for-profit businesses and donors.

#### Experience

##### **Founder/President at Nonprofit Match, Inc. dba Nonprofitmatch1.com**

August 2007 - Present

Nonprofitmatch1.com, a privately held subsidiary of Nonprofit Match, Inc., was created in 2007. The company is located in Florida and Georgia. Privately held, the grassroots technology aims to encourage nonprofit and for-profit business relationships through donor and resource building. Serving as a nonprofit developer since 1992 and having consulted national organizations in areas of business development, my team and I have created donor-based enhancements and fundraising initiatives throughout the US. The company has team presence in Georgia, Colorado, and North Carolina and incorporated in Georgia in 2012.

8100 West Highway 98, #313 • Pensacola, FL 32506 • (850)455-6549 or (850)748-2622 • [Jamie@nonprofitmatch1.com](mailto:jamie@nonprofitmatch1.com)

# Professional Vitae

## **CEO/Founder at JB Enterprise Consulting Group**

June 1992 – November 2013

Nonprofit and small business management consulting firm. Designed to assist and train nonprofit leaders and entrepreneurs reach their goals and market potential. We take an innovative approach and tailor it to your needs to create endless possibilities for your nonprofit. Consulting company is designed to enhance nonprofit organizations through grant research/writing, fundraising, event planning, donor outreach and retention, strategic planning, marketing and capital campaign management. Clients: Jefferson Foundation, Emerald Coast Children's Promise Zone, 100 Black Men of Pensacola, Inc., Girl Scouts of the Florida Panhandle, Heart Beats International and Williams Academy. (Full consulting portfolio available upon request.) JBEC Group was merged with Nonprofit Match, Inc. November 2013.

## **Executive Director/Consulting Contract at African-American Heritage Society, Inc.**

1998 - 2007 (1998-1999) and (2004-2007)

Contracted in 1998 and 2004 to serve as Executive Director for AAHS an arts and historical organization. Handled day-to-day operations, program creation, capital campaign coordination and implementation; and grant writing for the organization. Managed art exhibits and historical publications, community marketing and outreach, adult and children's programming, grant research and procurement; and capital campaign for the renovation of the Kate Coulson Historic home. Successfully grew the AAHS, Inc. budget by 90% by 2007.

## **Director of Corporate & Business Development at AAUW**

October 1999 - February 2001

Served as the first Director of Corporate and Business Development. Managed the Marketing and Business Development department offering member benefits packaging, association fundraising and national partnerships. Created new funding streams for this multi-level and multi-million dollar policy organizations for women and girls. Department successfully brought in over \$600k per quarter through member affinity program enhancements and new business, corporate development.

## **Director of Education and Advocacy at YWCA of Greensboro**

June 1993 – November 1997

Created and implemented educational programs to empower girls and women. Led state lobbying efforts on public policy, managed YWCA groups such as Women of Color, Women Improving Race Relations, Public Policy and supported services for the Association for Retarded Citizens. Responsible for grant research, writing and development initiatives for the department. Responsible for the creation, development and implementation of educational programs for the YW. Successfully grew department budget by 50% by 1997.

## **District Program Coordinator at Muscular Dystrophy Association**

May 1992 - June 1993

Managed and coordinated fund raising programs for MDA through multiple counties in North Carolina. Responsible for 60% of the MDA office budget and implementing MDA program fundraisers throughout multiple counties.

8100 West Highway 98, #313 • Pensacola, FL 32506 • (850)455-6549 or (850)748-2622 • [Jamie@nonprofitmatch1.com](mailto:Jamie@nonprofitmatch1.com)

# Professional Vitae

## Organizations/Professional Affiliations/Board Leadership

Alpha Kappa Alpha Sorority, Inc., Former Member, The Links, Inc., Pensacola Chapter; Pensacola Museum of Art, Pensacola Shakespeare Theatre, Santa Rosa Arts & Culture Foundation, Association of Fundraising Professionals, TechSoup.org partners, Cisco Systems Partners, Baptist Hospital, ARC-Gateway, Ballet Pensacola, Santa Rosa Kid's House, and The Greater Pensacola Chamber's Minority Business Development Council.

## Training and Speaking Engagements

Lead trainer for Higher Heights Escambia 2011-2012  
Program Director for Community Action Program Committee Entrepreneurship Incubator Program 2009-2010  
Trainer to Independence for the Blind Social Media Staff Training 2013  
Constant Contact Certified Social Media and E-mail Marketing Expert 2013 to present  
Constant Contact Solutions Provider 2014  
Guest Speaker, Girl Scout Council of the Florida Panhandle Night of Elegance 2013  
Partner to Small Business Development Center/UWF and the Greater Pensacola Chamber 2010-present  
Co-chair to the Greensboro Chamber of Commerce's Piedmont Triad Business Showcase 1994-1997  
Guest Speaker, Women Telling Their Business, Inc. Small Woman-Owned Business of the Year 2011  
Member, Greater Pensacola Chamber Minority Business Development Council 2011-2013  
Guest Speaker for Digital Summit Atlanta, Internet Entrepreneurship 2011

## Languages

**Spanish** (Full professional proficiency)

**German** (Limited working proficiency)

## Skills & Expertise

Grant Writing, Organizational Development, Donor Building and Retention, Board Development, Community Development, Strategic Planning, Organizational Leadership, Public Speaking, Leadership and Organizational Training, Marketing Strategic Planning and Fundraising.

## Education

### **University of West Florida**

Master's Coursework/Non-degree, Psychology, 2005 - 2006

### **Wake Forest University School of Law**

Political Science and Campaign Training, 1996

### **Bennett College for Women**

Bachelor of Arts, English, 1986 - 1990

# Professional Vitae

## Honors and Awards

Sigma Tau Delta International English Honor Society  
American Association of University Women Ann Chipley Educational Advocacy Award  
Political Campaign Training Scholar Wake Forest School of Law 1996

Bennett College for Women: Political Science Scholar 1983 and Humanities Scholar 1986.

Published Articles: *Social Media Makes Good Cents*, Access Florida Finance Corporation,  
<http://www.accessfloridafinance.com/social-media-makes-good-cents/>; March 2013.

*Leveraging Collaborations for Nonprofit Growth*, Examiner.com; <http://www.examiner.com/article/leveraging-collaborations-for-nonprofit-growth>; September 2013.

## Interests

New cause-related organizations and technologies; and strategic alliances for nonprofits, arts, education, philanthropy and communities.

\*Professional References and Client Testimonies Upon Request

8100 West Highway 98, #313 • Pensacola, FL 32506 • (850)455-6549 or (850)748-2622 • [Jamie@nonprofitmatch1.com](mailto:Jamie@nonprofitmatch1.com)



March 25, 2014

Mrs. Susan Nelms  
Executive Director  
Career Source Escarosa  
9111 Sturdevant St. #A  
Pensacola, FL 32514

Dear Susan:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Mr. Richard McLeod, Store Manager with Lowes Corporation. As you know, Richard has served as Store Manager for our local Lowes store for many years and is heavily involved in our local community in organizations such as Take Stock in Children and Pensacola Sports Association.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Mr. Richard McLeod  
Store Manager  
Lowes  
1201 Airport Blvd.  
Pensacola, FL 32503

He can be contacted via phone at (850) 776-0787 or by email at [Richard.D.McLeod@store.lowes.com](mailto:Richard.D.McLeod@store.lowes.com)

Thank you for your ongoing work to improve the employment opportunities for the Greater Pensacola Area.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth", is enclosed in a thin black rectangular border.

Scott Luth  
Senior VP, Economic Development

### WORKFORCE ESCAROSA, INC. BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply):  Small Business (less than 500 employees)  
 Minority Owned

Name: Richard McLeod  
 Business Name: 1201 Airport Blvd  
 Address: 1201 Airport Blvd  
Pensacola, FL 32503

Title: Store Manager  
 Phone No.: 850-857-7900  
 FAX No.: 850-857-7915  
 E-Mail Address: Richard.D.McLeod@store-lowes.com  
 Cell Phone No.: 850-776-0787

Home Address: 3459 Navigator Avenue  
Pensacola, FL 32506

#### MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

<b>GENDER:</b> <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<b>RACE:</b> <input checked="" type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	<b>VETERAN:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>AGE:</b> <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	<b>DISABLED:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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#### Community Organization Memberships

Leadership Council Take Stock in Children  
Pensacola Sports Association Board Member  
Mentor - Take Stock in Children

#### Board Memberships

PSA

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

I personally feel that as a leader in the community, I can add value to Workforce Escarosa. This would also be a great opportunity for my company, Lowe's.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes  No

Please attach a copy of your resume' to this form

**Richard Douglas McLeod**  
**3459 Navigator Avenue**  
**Pensacola, FL 32506**  
**H:(850)492-1819 C:(850)776-0787**

**Core Leadership Competencies**

- Maximizing Relationships
- Communicate Effectively
- Manage Execution
- Drive Change

**Professional Experience:**

**Lowes Corporation, Store Manager**

**2006-Present**

Responsible for overall store operation, sales performance, and management of all store personnel.

- Manages a \$30 million dollar Home Improvement Store.
- Leads a team of 155 team members including a staff of 6 Assistant Store Managers.
- Responsible for maintaining and exceeding financial budgets, margin, and expenses.
- Responsible for growing over 95 new Business Accounts.
- Responsible for leading all training modules for development of staff.
- Promoted and developed 8 DM's to Assistant Store Managers within 2 years.
- Promoted 20 Team Leaders to DM's within 2 years.
- Promoted 2 Operation Managers to Store Managers within 1 year.
- Performs duties as a District trainer for new and future managers.
- Participates in various Community Projects such as Habitat for Humanity, United Way, Chamber of Commerce, Ronald McDonald House, and High School Mentor.
- District Store Process Captain
- Leadership Council-Take Stock in Children Scholarship Program
- Member of the Regional Sales Intervention Team

**Target Corporation, Store Team Leader**

**1997-2006**

Responsible for driving profitable sales by developing a well trained team and delivering great guest service.

- Managed a \$30 million dollar general merchandise store.
- Led a team of 250 team members including 9 Executive Team Leaders.
- Exceeded company goals in managing payroll, expenses and maintaining operational expectations.
- Golden Contribution-Delivered Payroll, Sales & Expenses above company goal.
- Successfully opened three new stores including a \$30 million mall store, \$25 million single market store and a \$50 million multi-level store.
- Completed a \$10 million dollar remodel project, which delivered double-digit sales increases as a result.
- Performed duties of College Campus Recruiter for the Memphis, Mississippi, Arkansas district.
- Served as District Grant Captain for the Memphis, Mississippi, Arkansas district.
- Was responsible for the Distribution of over \$150,000.00 of HQ sponsored non-profit funds.
- Served as a District Trainer and assisted with various Company Training Programs.
- Held various other Executive positions prior to promotion of Store Team Leader in 2001.
- Target House Volunteer Coordinator

**Parisian Incorporated, Assistant Store Manager**

**1990-1997**

Responsible for ensuring exceptional customer service through relationship selling in a unique specialty department store environment.

- Opened five new stores in the Atlanta, GA market ranging in volume from \$23 million to \$50 million.
- Supervised a team of 100 employees including Merchandising, Operations and Loss Prevention.
- Acted as a "New Store Trainer" as well as rolled out a new customer service program to the Atlanta market.
- Began as a Shoe Sales Consultant and was the number one Sales Consultant in the company for two consecutive years.

**Education**

Attended:

Pensacola Junior College, San Diego State



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**AI-6113**

**County Administrator's Report 12. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Noise Waiver for Outdoor Special Olympic Fund Raiser

**From:** Donald R. Mayo, Interim Building Official

**Organization:** Building Inspections

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Special Olympic Fund Raiser - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the beginning time from 10:00 a.m. to 8:00 a.m., and the ending time from 10:00 p.m. to 11:59 p.m., for the outdoor Special Olympic fund raiser being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, June 7, 2014, from 8:00 a.m. to 11:59 p.m.

**BACKGROUND:**

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**



N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

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**Attachments**

Application

Site Location

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**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3550 - Phone  
(850) 595-3589 - FAX  
[www.myescambia.com](http://www.myescambia.com)

<b>SPECIAL EVENT PERMIT</b>
<b>Waiver to Noise Ordinance</b>

<b>Permit Number:</b>	SE 140403661
<b>Building Permit Number:</b>	
<b>Approved By:</b>	<b>Date:</b>

<b>Applicant:</b> JOHN ROMAKER	<b>Phone Number:</b>	
<b>Owner's Name:</b> ROJO DIABLO ENT LLC	<b>Phone Number:</b>	
<b>Owner's Address:</b> 271 MOLINO RD		
<b>City:</b> MOLINO	<b>State:</b> FL	<b>Zip Code:</b> 32577
<b>Job Address:</b> 271 MOLINO RD 32577		<b>Lot or Apt. Number:</b>

*Limited Waiver Section Only*

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

<b>Date of Activity:</b> JUNE 7 2014	<b>Description of Activity:</b> SPECIAL OLYMPIC ATHLETES OF ESCAMBIA/SANT ROSA
<b>Beginning Time:</b> 0800	<b>Ending Time:</b> 12 PM
<b>SPECIAL OLYMPIC BENEFIT FUND RAISER S.O.B</b>	

**Remarks or Comments:**

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**Driving Directions:**

29 N MOLINO RD FLASHING LIGHT RIGHT ON MOLINO RD  
1.1 MILES ON RIGHT

<b>Escrow Account Number:</b>	<b>Date:</b> 4-25-2014
<b>Applicant Signature:</b> 	

# Title



## Disclaimer

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6081**

**County Administrator's Report 12. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Public Hearing Request - Longleaf C&D Disposal Facility Permit Renewal

**From:** Pat Johnson

**Organization:** Solid Waste

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling and advertising of a Public Hearing for June 3, 2014, at 5:31 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility, for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

**BACKGROUND:**

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C&D Disposal Facility. This company has applied for a renewal of their permit to construct and operate a construction and demolition debris disposal facility.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

**BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will review the application for form and accuracy and approve by legal signoff.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

**IMPLEMENTATION/COORDINATION:**

Solid Waste Management will coordinate the advertising of the Public Hearing in the Pensacola News Journal. Following approval of the request, a Permit shall be issued and distributed accordingly.

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**Attachments**

Longleaf Permit Form Stamp

Longleaf Application

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## Solid Waste Management Department

13009 Beulah Road  
Cantonment, FL 32533  
Phone: 850.937.2160

Patrick T. Johnson, Department Director

### Permit to Construct and/or Operate a Construction and Demolition Debris Facility

<b>Permittee:</b>	Waste Management, Inc.
<b>Facility Name:</b>	Longleaf C&D Disposal Facility
<b>Facility Type:</b>	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
<b>File Number:</b>	2006-04-001CDD
<b>Original Date of Issue:</b>	April 26, 2006
<b>Renewal Date:</b>	June 3, 2014
<b>Expiration Date:</b>	June 2, 2015
<b>Development Review #:</b>	41-1S-30-1000-000-000
<b>Date:</b>	05/30/2001
<b>Total Acreage of Facility:</b>	40 Acres
<b>Total Area Licensed for Disposal:</b>	40 Acres

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This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on March 25, 2014, and the general and specific conditions required in this permit.

### **General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director  
Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [Pat\\_Johnson@co.escambia.fl.us](mailto:Pat_Johnson@co.escambia.fl.us)

Copy to:

Doyle O. Butler  
Engineering Project Coordinator  
Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [DOBUTLER@co.escambia.fl.us](mailto:DOBUTLER@co.escambia.fl.us)



## **Specific Permit Conditions – Infill Facilities**

- 1. Facility Setback.**  
Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).
- 2. Aerial and Vertical Height.**  
Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).
- 3. Fencing and Access Control.**  
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).
- 4. Cover Material and Application**  
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).
- 5. Operational Hours**  
Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4<sup>th</sup>. Section 82.227. (3)(e).
- 6. Volume Reduction**  
Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).
- 7. Dust Suppression.**  
Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).
- 8. Nuisance**  
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. **Queuing**  
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
10. **Commercial General Liability Coverage**  
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
11. **Litter, Sediment and Traffic Control; Road Maintenance.**  
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.  

Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
12. **Abatement Procedures**  
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
13. **Required Reports**  
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
14. **Permit Renewals**  
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2006-04-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160  
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

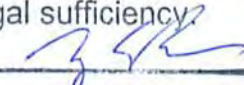
By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This document approved **as to form**  
and legal sufficiency.

By:   
Title: ASST. COUNTY ATTORNEY  
Date: APRIL 22, 2015

BCC Authorization Date: \_\_\_\_\_

Permit Issue Date: June 3, 2014

Permit Expiration Date: June 2, 2015

Issuing Officer: Patrick T. Johnson  
Department Director, Solid Waste Management

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A  
CONSTRUCTION AND DEMOLITION DEBRIS  
OR LAND CLEARING DISPOSAL  
MANAGEMENT FACILITY

April 13, 2006

**Escambia County  
Department of Solid Waste Management  
APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

**A. GENERAL INFORMATION**

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- |                                             |                                                    |
|---------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> New                | <input type="checkbox"/> Substantial Modification  |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
|                                             | <input type="checkbox"/> Minor Modification        |

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505

Street or P.O. Box City County Zip

Contact person: Robert Boykin Telephone: (850) 564-2825

Title: District Manager Email: rboykin@wm.com

9. Authorized agent/consultant: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P.O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

10. Landowner (if different than applicant): \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P. O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

11. Date site will be ready to be inspected for completion: \_\_\_\_\_

12. Expected life of the facility: 27 years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 836,345.50

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2040

15. Expected volume or weight of waste to be received: 200 yds<sup>3</sup>/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See information provided with original permit application.

See information provided with original permit application.

See information provided with original permit application.

See information provided with original permit application.

2. Facility site supervisor: Robert Boykin

Title: District Manager Telephone: ( 850 ) 564-2825

Email: rboykin@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: varies \$/yds<sup>3</sup> \_\_\_\_\_ S/ton

6. Surrounding land use, zoning:

<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Industrial
<input type="checkbox"/>	Agricultural	<input type="checkbox"/>	None
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other Describe: _____

7. Types of waste received:

C & D debris  Land Clearing Debris

8. Attendant:  Yes  No Trained operator:  Yes  No

9. Spotters:  Yes  No Number of spotters used: 1

10. Site located in:  Floodplain  Wetlands  Other N/A

11. Property recorded as a Disposal Site in County Land Records:  Yes  
 No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected:  Yes  No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes:
  - (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility;
  - (2) procedures to ensure any unauthorized wastes received at the site will be properly managed;
  - (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters;
  - (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and
  - (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

No  Yes

Date: May 30, 2001

Project Number: \_\_\_\_\_

19. Development Order issued.

No  Yes

Date: May 30, 2001



C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Longleaf C&D Disposal Facility, Inc. is aware that statements made in this form and attached information are an application for a Construct/Operate C&D Disposal Facility Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

David Myhan  
Signature of Applicant or Agent

2023 Longleaf Drive  
Mailing Address

David Myhan, Area VP  
Name and Title (please type)

Pensacola, FL 32505  
City, State, Zip Code

dmyhan@wm.com  
E-mail address (if available)

(601) 790-6115  
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

I have reviewed the engineering features of this C & DD waste management facility examined by me and found to conform to the requirements of the Department of Solid Waste Management and to such facilities. In my professional judgment, the facility, as designed, maintained and operated, will comply with all the requirements of Florida and rules of the Department. It is my intention to provide the applicant with a set of instructions of operation of the facility.

Chanc W. Moore

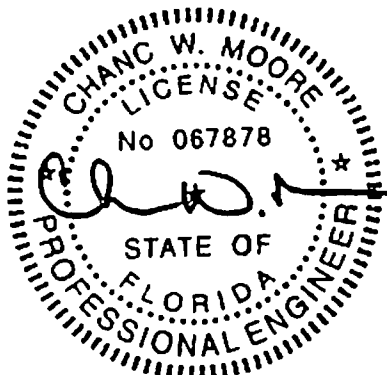
4040 Royal Drive, Suite 100  
Mailing Address

Chanc W. Moore, P.E.  
Name and Title (please type)

Kennesaw, GA 30144  
City, State, Zip Code

cwmoore@terracon.com  
Email Address (if applicable)

67878  
Florida Regis:  
(Please aff



(770) 924-9799  
Telephone Number

March 07, 2014  
Date



March 17, 2014

Escambia County Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

ATTN: Mr. Brent Schneider, PE  
Engineering & Environmental Manager

RE: **C&D Landfill Permit Renewal**  
**Longleaf C&D Disposal Facility**

Dear Mr. Schneider:

On behalf of our client, Longleaf C&D Disposal Facility, Inc., please find enclosed a permit renewal application and check for \$1,000 to cover the permit fee for the reference permit renewal. Attached is the Escambia County Department of Solid Waste Management *Application for a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility* for renewal of the referenced facility's permit.

We appreciate your assistance with the successful administration of this facility. Should you have any questions about this permit application, please contact me at (423) 667-7654 or [jjbreedlove@terracon.com](mailto:jjbreedlove@terracon.com) or Mr. Brian Dolihite of Waste Management at (850) 259-4156 or [bdolihite@wm.com](mailto:bdolihite@wm.com).

Sincerely,  
Terracon Consultants, Inc.

Jeffrey J. Breedlove, P.E.  
Senior Consultant  
[jjbreedlove@terracon.com](mailto:jjbreedlove@terracon.com)

encl.

RECEIVED

MAR 25 2014

SOLID WASTE  
MANAGEMENT



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6100**

**County Administrator's Report 12.7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Community & Environment Department - Request for Disposition of Property

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department, relating to a 1989 Ford Ranger Truck, Property Number 35924, which is described and listed on the Disposition Form, with reason for disposition stated. The truck has been found to be of no further use to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

**BACKGROUND:**

The 1989 Ford Ranger is in poor condition. Due to its poor condition, the truck has been moved to the Road Department to be auctioned or sold as scrap per Escambia County's policy relating to procedures for disposing of surplus or obsolete equipment. The Ranger has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

**BUDGETARY IMPACT:**

There is a possibility of recouping funds if/when property goes to auction or is sold as scrap.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Ford Ranger truck will be posted on the “Pensacola Community Auction” website and/or disposed of according to the Disposition of County Property policies of the BCC.

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**Attachments**

Exhibit I

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**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Community & Environment COST CENTER NO: 220101

Randy Wilkerson DATE: 04-24-2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Randy Wilkerson* Phone No: 850-850-458-0466

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	35924	Ford Ranger Truck	1FTCR10A2KUA97540	Ranger	1989	Poor

Disposal Comments: Truck is in poor condition and has been moved to the Road Department for disposal.

INFORMATION TECHNOLOGY (IT Technician): N/A  
 Print Name

Conditions:      Dispose-Good Condition-Unusable for BOCC  
     Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 4-25-14  
 FROM: Escambia County Department Director (Signature): *Keith Wilkins*

Director (Print Name): Keith Wilkins

**RECOMMENDATION:**

TO: Board of County Commissioners  
 Meeting Date: 05-15-2014

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

\_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6128**

**County Administrator's Report 12. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Contract Amendment, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Amendment of Agreement for Professional Services PD 02-03.79 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to execute the Amendment of Agreement for Professional Services (PD 02-03.79), providing for administrative changes to PD 02-03.79, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Jerry W. McGuire & Associates, P.A., changing the name to JMA Engineering Services, Inc.

**BACKGROUND:**

On October 2, 2003 the County approved a contract with Jerry W. McGuire & Associates, P.A. Effective April 10, 2009 Jerry W. McGuire & Associates, P.A. changed its name to JMA Engineering Services, Inc.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Contract Amendment prepared and approved by Assistant County Attorney, Kristin Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

Contract Amendment

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**AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES  
(PD 02-03.79)**

**THIS AMENDMENT** is made and entered into this \_\_\_ day of May, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and JMA Engineering Services, Inc., formerly Jerry W. McGuire & Associates, P.A., with administrative offices located at 2726 Wallace Lake Road, Pace, Florida 32571.

**WITNESSETH:**

**WHEREAS**, on October 2, 2003, the County entered into an agreement for professional services (PD 02-03.79) with Jerry W. McGuire & Associates, P.A.; and

**WHEREAS**, effective April 10, 2009, Jerry W. McGuire & Associates, P.A. formally changed its name to JMA Engineering Services, Inc.; and

**WHEREAS**, as a result of said name change, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That the Agreement for professional services, dated October 2, 2003, is amended to reflect that effective April 10, 2009, Jerry W. McGuire & Associates, P.A., formally changed its name to JMA Engineering Services, Inc., but has not changed any other corporate formalities.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.



IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Deputy Clerk  
(Seal)

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/2/12

**JMA ENGINEERING SERVICES, INC.**, formerly Jerry W. McGuire & Associates, P.A.

ATTEST: Corporate Secretary  
\_\_\_\_\_

By: \_\_\_\_\_  
Jerry W. McGuire, President

[CORPORATE SEAL]

Date: \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6132

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/15/2014

Issue: Disposition of Property

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Requests for Disposition of Property for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the two Request for Disposition of Property Forms for the Parks and Recreation Department, indicating 11 items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

**BACKGROUND:**

The surplus property listed on the attached Request for Disposition of Property Forms has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

---

**Attachments**

PR Disposals 5\_2\_14

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: PARKS

COST CENTER NO: 210801 350201

Tammara Johnson

DATE: 02-10-14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 475-5220

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	47318	TRUCK CREW	1FDAW56F1XEC67491	F-550	1998	FAIR
	48355	TRUCK 1/2 TON 4X4	3B7HF12Y401G174657		2000	FAIR
	49283	SUV EXPLORER	1FMZU77E51UC27910	EXPLORER	2001	FAIR
	53249	LAWN MOWER		KAWASAKI	2004	BAD
	53914	LAWN MOWER		GROOMMASTER	2005	BAD

Disposal Comments: TO BE AUCTIONED OR RECYCLED IF NOT SOLD

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions:          Dispose-Good Condition-Unusable for BOCC

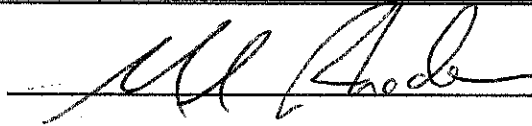
         Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_

FROM: Escambia County Department Director (Signature):



Director (Print Name): MICHAEL E. RHODES

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: PARKS

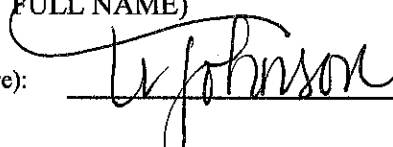
COST CENTER NO: 210801 350201

Tammara Johnson

DATE: February 10, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 475-5220

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	25377	GRADER	503L-GC-07221	5036	1980	BAD
	40258	FORKLIFT	31A00551	RC60	1993	BAD
	042367	LOADER SKID	86431X4	LX665	1995	BAD
	42680	TRUCK DUMP 15.5 CU YD	1FDZU90T3SVA79143	LT9000	1995	FAIR
	44830	TRUCK 3/4 TON PICKUP	1FTEF27LXVNC42451	F-250	1997	FAIR
	46898	TRUCK PICK-UP	1FTRF27L5XKA21894	F250	1999	FAIR

Disposal Comments: TO BE AUCTIONED OR RECYCLED IF NOT SOLD

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC

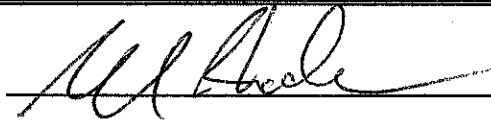
Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_

FROM: Escambia County Department Director (Signature):



Director (Print Name): MICHAEL E. RHODES

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6141**

**County Administrator's Report 12. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Amendment of Operations and Maintenance Agreement with LFG Technologies, Inc.

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Amendment of Operations and Maintenance Agreement - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Amendment of Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

**BACKGROUND:**

The current Operations and Maintenance Agreement with LFG Technologies, Inc., will expire at Midnight, July 9, 2014. The Perdido Landfill is requesting to extend the present agreement through the amending of Paragraphs 2 and 16, as noted in the Amendment of Operations and Maintenance Agreement.

**BUDGETARY IMPACT:**

The existing fees and provisions for changes will remain effective as noted in the current agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual of the County Attorney's Office has approved the Amendment of Operations and Maintenance Agreement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required in order to amend the Agreement.

**IMPLEMENTATION/COORDINATION:**

The Amendment of Operations and Maintenance Agreement will be signed by both parties and a copy will be provided to LFG Technologies, Inc.

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## **Attachments**

LFG Signed Agreement

LFG Technologies, Inc. Agreement

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## AMENDMENT OF OPERATIONS AND MAINTENANCE AGREEMENT

**THIS AMENDMENT** is made and entered into this day \_\_\_\_ of \_\_\_\_\_, 2014, by and between the Perdido Landfill owned and operated by Escambia County, Florida, a political subdivision of the State of Florida, and LFG Technologies, Inc., each at times being referred to as "Party" or "Parties".

### WITNESSETH:

**WHEREAS**, on July 9, 2009, the County entered into an agreement with LFG Technologies, Inc. ("Supplier") relating to the provision of certain operations and maintenance services for the landfill gas collection system at the Perdido Landfill located at 13009 Beulah Road in Escambia County; and

**WHEREAS**, the Parties have agreed to amend certain provisions relating to the Term and Termination of the Agreement as provided herein; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 2 of the Agreement is amended to read:

### 2. TERM.

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically ~~expire at midnight on the anniversary date of the agreement (the "Term")~~ renew for additional, successive twelve (12) month periods until terminated by either party upon at least one hundred and eighty (180) days prior written notice. Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

3. That Paragraph 16 of the Agreement is amended to read:

**16. TERMINATION OF AGREEMENT.**

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. ~~Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.~~

4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the date last executed by the Parties.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.



**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/16/14

**Supplier: LFG Technologies, Inc.**

By: [Signature]

Title: C.O.O.

Date: 4.25.14

ATTEST: Corporate Secretary

By: [Signature]

(CORPORATE SEAL)

**LYUBOV ROMANYUK**  
Notary Public - State of New York  
No. 01-RO6238035  
Qualified in Monroe County  
My Commission Exp. 03/28/2015



**OPERATIONS AND MAINTENANCE AGREEMENT**

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this "Agreement"), entered into as of \_\_\_\_\_, 2009, by and between **LFG Technologies, Inc (LFG Tech, the "Supplier")**, a corporation with offices at 2 Southcross Trail, Fairport, NY 14450, and Perdido Landfill owned and operated by Escambia County Florida (the "Landfill") and located at 13009 Beulah Road, Cantonment, Florida 32533.

WHEREAS, the Landfill desires for the Supplier to provide certain operations and maintenance services of the landfill gas collection system, and such services shall be performed pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, the Supplier desires to provide such services for the Landfill pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and among the Parties to this Agreement as follows:

**1. SERVICES TO BE PERFORMED.**

a. The Supplier shall perform and complete in a timely and cost-effective manner all of the services set forth in any proposal in the form of Exhibit "A" attached hereto (a "Proposal"), and/or any modified or additional services agreed to by the Parties with respect to any Proposal in the form of Exhibit "B" attached hereto (a "Time and Materials Work Order"), subject to the Parties' mutual agreement. Such services and such modified or additional services are hereafter referred to as the "Services" or the "Project." Each Proposal shall be executed by the Parties, subject to the terms and conditions of this Agreement and set forth the Services, the Time for Completion (as defined in Section 2 of this Agreement) and the Project Price (as defined in Section 4 of this Agreement).

b. The Supplier shall perform and complete the Services to the satisfaction of the Landfill pursuant to the terms and conditions of this Agreement, and shall also supply all personnel, tools, equipment and material that may be required to complete the Services. All materials and equipment purchased in connection with the Services and charged to the Landfill by the Supplier under this Agreement shall be of good quality and new for the Services to be performed hereunder. Upon the completion of the Services, the Supplier will deliver to the Landfill all materials and equipment, which the Landfill has paid, in the same condition as when acquired, normal wear and tear during authorized use expected. The Supplier shall not submit any written report, correspondence, or other written work product regarding the Services or the environmental condition of any property to a federal, state, county or local agency or board, or to any other third party, unless required to do so by applicable law or governmental regulation,

Date: 8/26/2009 Verified By: J.S. Carver



without first submitting a copy of the proposed submission to the Landfill for its written approval.

c. The Landfill, without invalidating this Agreement, may order changes in the Services consisting of deletions or modifications. In the event of any such deletions or modifications which decrease the Services or decrease the cost of the Services, the Parties will mutually agree to a decrease in the Project Price. No additional services beyond the scope of the Services as provided in this Agreement shall be performed by the Supplier unless the Landfill shall, in writing, have specifically directed such services to be performed, and unless a corresponding Time and Materials Work Order shall have been signed by the Landfill and the Supplier. In the event of noncompliance with the foregoing, the Supplier shall neither have nor make any claim for additional compensation by reason of a claim for any additional services.

d. If the Supplier is of the opinion that any services requested of it are beyond the scope of the Services to be provided pursuant to this Agreement, the Supplier shall promptly notify the Landfill in writing of such opinion and the reasons for the same, with specific references to this Agreement. The Landfill shall reasonably determine whether or not any such service is in fact beyond the scope of the Services.

e. With respect to any Time and Materials Work Order, such shall be in the form of a written order to the Supplier, issued and signed by the Landfill after execution of this Agreement, authorizing a change in the Services or an adjustment in the Project Price or the Time for Completion. Unless the Supplier requests a modification in such Time and Materials Work Order, the Supplier shall sign the Time and Materials Work Order and return a copy thereof to the Landfill within five (5) business days after it has received the same. The Supplier shall have five (5) business days from its receipt of a Time and Materials Work Order within which to request a modification thereto. Failure of the Supplier to respond to a Time and Materials Work Order within such five (5) business day period shall be deemed to signify the Supplier's acceptance of such Time and Materials Work Order as if the Supplier had signed the same without modification. If the Supplier requests a modification of a Time and Materials Work Order, the Landfill shall have five (5) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

## **2. TERM.**

Subject to the provisions for termination set forth in Article 16 of this Agreement, the term of this Agreement shall continue for five (5) years from the date of the agreement and will automatically expire at midnight on the anniversary date of the agreement (the "Term"). Subject only to Time and Materials Work Order(s) and the provisions for termination set forth in Article 16 of this Agreement, the Supplier shall commence the Services and complete the Services pursuant to the estimated time schedule for completion set forth in each Proposal or as such is



modified pursuant to a Time and Materials Work Order (the "Time for Completion"). In the event that the Time for Completion of any Project is after the expiration of the Term, the Term shall then automatically extend to and terminate automatically upon the Time for Completion, subject to any Time and Materials Work Orders and the provisions for termination set forth in Article 16 of this Agreement.

### **3. SUPPLIER'S REPRESENTATIONS AND WARRANTIES.**

The Supplier agrees that it has the authority to enter into this Agreement and to perform the Services, and that it is licensed and authorized to conduct its business in the State where the property subject to the Services is located. The Supplier further agrees that all Services performed by it hereunder (a) will be in conformance with the terms of this Agreement; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced and skilled personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professional technicians performing the same or similar services in the area where and at the time when the Services are performed.

### **4. PRICE OF SERVICES.**

The Parties hereby acknowledge and agree that the price of the Services shall be that price agreed upon by the Parties and included in the Proposal (the "Project Price"). The total amount payable to the Supplier for complete performance of the Services shall not exceed the Project Price, and no additional costs for the Services will be owed pursuant to this Agreement or otherwise, unless pursuant to a Time and Materials Work Order. Should the Supplier anticipate exceeding the Project Price, it shall notify the Landfill in writing and request a Time and Materials Work Order stating in detail the basis therefore and the Supplier's best estimate of the number of hours and additional expenses the Supplier will require to complete the Services. If a request is made but not accepted, the Supplier shall be obligated to continue providing services in order to fully complete the Services contemplated by the Proposal in accordance with this Agreement and for the Project Price. If the Landfill and the Supplier agree upon a modification to such Project Price, a Time and Materials Work Order shall be issued with respect thereto.

### **5. CONFLICT OF INTEREST.**

The Supplier covenants that neither it nor any officer, employee or principal of its firm has any interests, nor shall it acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the Services and the Supplier's obligations under this Agreement. The Supplier warrants that it is not a party to any other existing agreement that would prevent the Supplier from entering into this Agreement or that would adversely affect the Supplier's ability to perform the Services under this Agreement. During the Term, the Supplier shall not, without the Landfill's prior written consent, perform services for any person, firm, or



corporation other than the Landfill if such services would lead to a conflict with the Supplier's obligations under this Agreement.

## **6. INVOICING.**

a. Within thirty (30) days of the receipt of an invoice from the Supplier, the Landfill shall, subject to this Article, pay such invoice. With respect to any Project, the Supplier shall invoice the Landfill no more frequently than once per month and in any event within thirty (30) days of performing the Services, unless the Landfill requests to be invoiced for any outstanding amounts owed, which it may do at any time. Each invoice shall provide a detailed explanation of the constituent expenses that comprise the total amount of such invoice and shall be accompanied by reasonable supporting documentation, as may be required by the Landfill, and as may be required by any agency or entity administering any applicable insurance, reimbursement or other clean-up fund. Direct, non-salary reimbursable expenses (such as subcontracts and other direct costs and expenses), plus applicable administrative charges shall be itemized separately in each invoice. If part of an invoice is disputed, the Landfill shall pay the undisputed portion within thirty (30) days of the receipt of such invoice and the Parties shall attempt to resolve such disputed portion. In a fixed price agreement, where the Landfill agrees upon one price for the aggregate of services (not based on separate fees for time and materials), the Supplier will invoice monthly based upon the percent of the Services completed unless the Services are to be performed in less than thirty (30) days, in which case the Supplier will invoice only upon the completion of the Services, as completion is determined by the Landfill. The Supplier shall keep and maintain, and shall provide the Landfill, its employees and agents with free access to such books and records to examine and audit the same, to make copies thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment for each Project under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement and/or any individual property pursuant to this Agreement.

b. With each invoice, the Supplier shall submit a monthly financial and technical progress report. This monthly report shall, consistent with the Proposal, describe on a task basis the level of effort and charges for the invoice period and shall include on a task basis the predicted level of effort and charges for the following invoice period. If the charges identified for a particular task have been or are to be exceeded, the monthly report shall contain an explanation of the reason for the excess and the amount of the excess, but the Supplier does not need to receive an authorization from the Landfill as long as the total charges for the Services does not exceed the Project Price payable to the Supplier. The Supplier will, however, notify the Landfill when seventy-five percent (75%) and ninety percent (90%) of the Project has been completed. The monthly report shall contain a statement that the Services are expected to be provided within the Time for Completion and the Project Price or, if the Services are not expected to be so completed within the Time for Completion and/or for the Project Price, it shall contain an explanation of the



reason for the excess, the amount of excess and a request for an increase in the Time for Completion or the Project Price, or both. Each such invoice shall also contain the Supplier's certification that the task or portion of the Services described in the invoice has been completed in accordance with this Agreement and that the amount of all items due to third parties in connection with any prior invoice, for which the Landfill has paid the Supplier, has been paid.

c. Notwithstanding anything to the contrary set forth in this Agreement, any payments owed to the Supplier may be withheld by the Landfill until issue is remedied on account of (1) defective Services not remedied within five days after request by the Landfill, or within an alternate time acceptable to the Landfill; (2) claims filed by third parties and arising out of the Supplier's negligence; (3) failure of the Supplier to make payments properly to the subcontractors or for labor, materials or equipment; (4) evidence that the Services cannot be completed for the unpaid balance of the Project Price, if any; (5) damage to the Landfill or any other contractors arising out of the Supplier's negligence or willful misconduct; (6) evidence that the Services will not be completed within the Time for Completion and that the unpaid balance of the Project Price, if any, would not be adequate to cover actual liquidated damages for the anticipated delay; or (7) failure to carry out the Services in accordance with this Agreement.

#### **7. NON-EXCLUSIVITY OF SERVICES.**

Notwithstanding anything to the contrary set forth in this Agreement, this Agreement is non-exclusive, and, accordingly, absent an agreed upon Proposal between the Parties, the Landfill may use any other third parties, including competitors of the Supplier, to perform any services for the Landfill even though the Supplier is capable of performing such services for the Landfill pursuant to this Agreement.

#### **8. OWNERSHIP AND REUSE OF DOCUMENTS.**

All documents prepared by the Supplier as a result of, or in connection with, the Services including, without limitation, any reports, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data (including, without limitation, any electronic versions), shall be the work product of the Landfill and shall be delivered to the Landfill upon its request; however, the Supplier shall be entitled to retain a copy of such for its record keeping purposes. Reuse of such documents for purposes other than those intended for the Services without the written consent of the Supplier will be at the user's sole risk and without liability and legal exposure to the Supplier.

#### **9. SITE ACCESS AND INFORMATION.**

The Landfill agrees to take reasonable measures to provide the Supplier, its personnel and necessary equipment, with access to any property owned or controlled by the Landfill and for which access is necessary to conduct the Services. Upon the request of Landfill, its employees or



agents, the Supplier hereby agrees that it and any employee, subcontractor or agent thereof, shall display proper identification prior to entering any such property and indicate the reason for such entrance. The Landfill shall undertake reasonable efforts to make available to the Supplier any information possessed by the Landfill that is reasonably requested by the Supplier regarding the existing condition of any such property.

#### **10. SUBSURFACE EXPLORATIONS.**

Prior to conducting any subsurface exploration in accordance with the Services, the Supplier shall make all reasonable inquiries of available information pertaining to subsurface obstructions or structures such as utility lines or wires, cables, piping, tanks, vaults, etc. Such reasonable inquiry shall be made to the Landfill and to the appropriate public or private companies to review documents, plans, as-builts or other records indicating underground structure which could be damaged or destroyed if the Supplier penetrated the surface to perform the Services.

#### **12. RELATIONSHIP OF LANDFILL AND SUPPLIER.**

Nothing set forth in this Agreement shall be construed to imply that the Supplier or any of its employees, agents, representatives or subcontractors are the employees, agents, representatives or subcontractors of the Landfill. The Supplier shall be an independent contractor and shall be solely responsible for the methods, techniques, sequences and procedures for performing the Services described herein. The Supplier shall also be solely responsible for ensuring that the Services comply fully with the requirements of this Agreement.

#### **13. SUBCONTRACTORS.**

The Supplier may engage a subcontractor, which is approved in writing by the Landfill, to assist with any specified task of the Services; however, no contractual, legal or other relationship will be created between the Landfill and such subcontractor as a result. This Agreement shall not create any obligation on the part of the Landfill to pay or to see that the payment of any sum is made to any such subcontractor. No such subcontractor shall be engaged to perform the Services pursuant to this Agreement who is not qualified to fulfill such a task. The Supplier shall send to the Landfill written notice identifying such subcontractors to be used for the Services at least five (5) days prior to commencement of such subcontractor's performance of any Services. The Supplier shall not contract with any subcontractor to whom the Landfill has made an objection with respect thereto. Contracts between the Supplier and any subcontractor shall require each subcontractor, to the extent of the Services to be performed by the Supplier, to be bound to the Supplier by the terms and conditions of this Agreement and to assume toward the Supplier all the obligations and responsibilities which the Supplier, by this Agreement, assumes toward the Landfill.



**14. LIENS.**

Provided the Supplier has been paid by the Landfill in accordance with this Agreement, the Supplier hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of any property subject to the Services as a result of or due to any of the Services that may be performed by the Supplier or any subcontractor pursuant to the terms of this Agreement. In the event any such liens or encumbrances described above are filed against any portion of any property subject to the Services, the Supplier shall immediately take such actions, and pay such sums, as are necessary to release or "bond off" such liens or encumbrances.

**15. INSPECTION AND AUDIT.**

The Landfill shall have the right at all reasonable times to inspect and review the Supplier's work for conformance with this Agreement and for satisfaction of the performance of the Services. In the event the Services have not been performed in accordance with this Agreement, the Landfill may, without waiving any other right or remedy it may have, order that no further Services be performed.

**16. TERMINATION OF AGREEMENT.**

a. The Landfill may terminate this Agreement, any Proposal and/or any Services provided pursuant to this Agreement at any time and for any or no reason whether with or without cause ("Landfill Termination"). The Supplier may terminate this Agreement in the event of a material breach of any covenant or agreement of the Landfill set forth in this Agreement; provided, however, that the Landfill shall have thirty (30) days to cure such breach after the delivery of written notice to the Landfill by the Supplier notifying the Landfill in reasonable detail of the nature of such breach ("Supplier Termination"). In the event of a Landfill Termination or a Supplier Termination, the Supplier shall be paid for any Services performed prior to the effective date of such termination, provided such work is in a form usable by the Landfill. In the event of termination, the Supplier hereby agrees that it shall, without any further consideration or payment except in the case of termination by the Landfill solely for convenience, provide information and take such other actions as the Landfill may reasonably require, including, without limitation, cooperating with any new Supplier to effect an orderly and prompt transition of responsibility for conducting activities contemplated under this Agreement. Subject to Section 2 of this Agreement, this Agreement shall automatically terminate upon the expiration of the Term; provided, however, and notwithstanding any contrary provision hereof, the Supplier's obligations under Sections 3, 8, 14, 18, 21, 22, 23, 24, 25, and 26 of this Agreement shall survive any termination of this Agreement.





b. Upon completion of the Services, as accepted by the Landfill, or upon termination of any Proposal or any of the Services or of this Agreement, the Supplier shall deliver to the Landfill all of the following:

i. All drawings, documents, reports and all other work relating in any way to any portion of the Services, which the Supplier agrees shall remain the property of the Landfill and may not be used by the Supplier, except by written agreement of the Landfill, on any other project or for any other person, firm or corporation.

ii. Final executed waivers and releases, relating to the Project, from the Supplier and all subcontractors, laborers and materialmen in such form as to constitute an effective waiver and release of all mechanic's and materialman's liens and claims under the laws of the state in which the Project is located.

iii. Final itemized invoice for payment. The Supplier shall be paid for services performed in accordance with this Agreement through the effective date of termination of this Agreement, provided such work is in a form useable by the Landfill.

#### **17. TIME OF ESSENCE; FORCE MAJEURE.**

a. The Parties agree that time is of the essence with respect to the Services to be performed pursuant to this Agreement. However, if the Supplier is delayed by changes in the Services caused by the Landfill which justify the delay, the time for commencement and completion shall be adjusted by Time and Materials Work Order, provided the Supplier notifies the Landfill in writing of the delay within five (5) business days of the reason for delay or for changes, prior to proceeding with such work.

b. If the Supplier is delayed at any time in the progress of the Services by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Supplier's control and without the fault or negligence of the Supplier, the Supplier shall prepare and submit to the Landfill within five (5) business days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Time for Completion. The Supplier shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The Landfill may determine, in its sole discretion, after the receipt of such notice of delay from the Supplier, whether to terminate the applicable Proposal or extend the Time for Completion by Time and Materials Work Order.

#### **18. INDEMNIFICATION.**

a. Subject to the provisions and limitations of §768.28, Florida Statutes, the Landfill hereby agrees to defend, indemnify and hold harmless Supplier and its subcontractors, Suppliers, agents, officers, directors and employees from and against all claims, inclusive of claims made



by third parties, damages, losses and expenses, arising from any negligent act or omission or willful misconduct of Landfill, its employees, and agents.

b. The Supplier hereby agrees to indemnify and hold harmless the Landfill, and its officers, directors, agents, employees, partners, associates, stockholders, parent corporations and subsidiaries, and the successors and assigns of the foregoing, from and against claims, losses, liabilities, actions and other proceedings, judgments and awards, costs and expenses (including, without limitation, all reasonable attorneys' fees and costs) and damages arising out of, or related to, the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or resulting from contamination of or adverse effect on the environment or releases or discharges, or threatened releases or discharges of hazardous wastes, regulated substances, pollutants or contaminants, as such are defined by all federal, state and local laws, rules, regulations and ordinances, in each case if effected or otherwise caused by the negligence or willful misconduct of the Supplier, its employees, agents or subcontractors, or arising out of, or related to, any breach of the Supplier's representations, warranties, covenants, agreements or obligations under this Agreement (including, without limitation, the failure to meet any applicable Time for Completion).

c. In the event of a claim by a Party for indemnification pursuant to this Agreement, which such Party's negligence or willful misconduct is partially the cause of such claim for indemnification, the Parties agree that any damage resulting there from shall be shared between them in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.

## **19. INSURANCE.**

While performing the Services under this Agreement and until the Supplier has performed all Services to the satisfaction of the Landfill, the Supplier shall provide and maintain, with forms and insurers acceptable to the Landfill, the following insurance coverages:

- a. **Workers Compensation Coverage** - The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.
- b. **General, Automobile and Excess or Umbrella Liability Coverage** - The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000



per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

- c. **General Liability Coverage - Occurrence Form Required** Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required. The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Before commencement of any of the Services hereunder, the Supplier agrees to furnish to the Landfill, on an annual renewal basis, certificates of insurance or other evidence satisfactory to the Landfill to the effect that such insurance has been procured and is in force. Such certificates of insurance are attached hereto as Exhibit "C". The certificates shall accurately reflect the required insurance coverages, which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide, including, any and all limitations, exclusions and restrictions, and (i) name the Escambia County and all of its subsidiaries and affiliates as additional insureds (except for coverages a.), (ii) waive any rights of subrogation the insurer could or may have against the Landfill and all of its parent corporations, subsidiaries, and affiliates (except for coverage a. above), and (iii) provide, in the event of cancellation, lapse or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder, Escambia County, P.O. Box 1591, Pensacola, Florida 32591.

## **20. PROTECTION OF PERSONS AND PROPERTY.**

The Supplier acknowledges and is aware that any property at which it is performing the Services contains residential, commercial, industrial and/or hazardous waste materials, and the Supplier knowingly and voluntarily assumes all risk of injury and damage to the Supplier and the Supplier's property, employees, subcontractors and others working for the Supplier, caused by exposure to such waste materials while at such property. The Supplier agrees to advise fully all of its employees, subcontractors and others working for the Supplier at such property, of such property risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Landfill. The Supplier agrees that any employee or subcontractor that will be working on such property and subject to such potential exposure has received, prior to performing any of the Services, all training required by applicable federal, state and local laws, rules and regulations including, without limitation, the Occupational Safety and Health Act and Title III of the Superfund Amendments and Reauthorization Act.



**21. COMPLIANCE WITH LAWS.**

The Supplier, its agents, representatives, employees and any subcontractor shall fully comply at all times with all federal, state and local laws, ordinances, statutes, rules and regulations, including, without limitation, those addressing the environment, employment and labor and occupational health and safety (collectively, "Laws"). The Supplier shall indemnify, defend and hold harmless the Landfill from any costs, penalties, expenses, including, without limitation, fines, losses, property damage, attorneys' fees and other costs arising out of the Supplier's or any subcontractor's failure to comply with such Laws. The Supplier shall also comply with all codes and applicable standards and secure, as necessary, any permits or inspections, or furnish any deposits or bonds if required as part of the Services.

**22. LITIGATION.**

The Parties hereby agree to exercise good faith efforts to resolve conflicts or disputes which may arise during the Term. If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled, the parties agree to first endeavor to settle the dispute in an amicable manner through direct discussions before having recourse to judicial relief. No written or oral representation made during the course of any discussions shall be deemed a party admission. The prevailing party in any action to enforce or interpret provisions, rights and/or obligations under this Agreement shall be entitled to recover reasonable attorneys' fees and all costs of litigation.

**23. EXPERT AND OTHER TESTIMONY.**

The Supplier agrees to provide expert testimony at the request of the Landfill at any judicial or administrative hearing concerning the Services performed under this Agreement ("Expert Testimony Services"), and to support and defend the same, including any invoices. Such Expert Testimony Services as may be provided pursuant to the provisions of this Article shall be compensated at the Supplier's then current hourly rates for Expert Testimony Services. The Landfill may request from the Supplier a written statement containing the Supplier's position and all information likely to be disclosed at the hearing.

**24. TESTIMONY FOR THIRD PARTY.**

The Supplier agrees that it will immediately notify the Landfill in writing of the receipt of any subpoena for documents or request to provide testimony for a third party at a judicial or administrative hearing or deposition, concerning the subject matter of this Agreement or any Services performed pursuant to this Agreement, and provide the Landfill with a copy of the subpoena or discovery request and any other document related to the proceeding. The notice shall state the date, time and location of the hearing and/or deposition as well as a summary of the Supplier's expected testimony. The Supplier acknowledges and agrees that the Landfill shall



have the right to object to any such request, attend and participate in said hearing or deposition. The Supplier shall supply such documents and testimony unless and except to the extent that there is an injunction preventing the Supplier from providing such documents or testimony.

**25. PRIVILEGED, CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.**

The Supplier recognizes that in communicating with the Landfill and in performing the Services, the Supplier's personnel, including subcontractors, may acquire privileged, proprietary and/or confidential information and, more specifically, without limitation, attorney-client communications, attorney work product, and information regarding products, processes, operations, and present and contemplated activities. The Supplier further recognizes that the Supplier may generate communications and reports that are confidential and privileged attorney-client communications and/or attorney work product and/or proprietary in nature. The Supplier agrees to hold in confidence, and to assure that its sub-Suppliers and or subcontractors hold in confidence, any and all such information which the Landfill may disclose or which the Supplier may generate or obtain. Such information includes technical publications, technical information included in or on tracings, drawings, field notes, calculations, specifications, legal, economic, business and engineering data. Such information excludes the following:

- a. Information, which at the time of disclosure by the Landfill is in the public domain;
- b. Information which, after its disclosure, becomes part of the public domain by publication or otherwise through no fault of the Supplier, but in such case only after it is published or otherwise becomes part of the public domain; and
- c. Information, which was in the possession of the Supplier at the time of the Landfill's disclosure and was not acquired, either directly or indirectly, through the Landfill.
- d. In the event that this Agreement is terminated or suspended for any reason or expires, the Supplier shall, and shall assure that all sub-Suppliers and or subcontractors shall, deliver to the Landfill (without retaining copies or computer records other than for record keeping purposes) any and all documents or other written information obtained from the Landfill. In addition, with the exception of one copy of work product for record keeping purposes, all drafts of any document generated by the Supplier, including, without limitation, those on computer records shall be destroyed or returned to the Landfill, as the Landfill may elect.
- e. The Parties recognize and acknowledge that irreparable damage might result if information is improperly disclosed to a third party or used by the Supplier in contravention of this Agreement. The Landfill's exercise of any right or remedy shall be without prejudice to any other right or remedy available herein, or otherwise pursuant to applicable law or in equity.

The Supplier agrees that neither it nor its sub-suppliers and/or subcontractors will utilize privileged or confidential information covered by this non-disclosure provision in the



development or expansion of its technology, or disclose such information to any third party without the express prior written consent of the Landfill, unless required by subpoena or court order. Notwithstanding the forgoing provisions, the Supplier shall be and remains free to exploit its own independent developments free of any obligations whatsoever to the Landfill except as specifically set forth herein; provide, however, any technical publication regarding the property subject to the Services or the Services must be approved in writing in advance of publication. The Landfill shall be entitled to injunctive and other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain any breach of this Article. Notwithstanding the provisions of Article 16 of this Agreement, the terms of this Article shall extend for a period of three (3) years from the date this Agreement is terminated or expires.

#### **26. DUTIES OF THE SUPPLIER AND THE LANDFILL.**

The expiration, termination, cancellation or acceptance of Services and/or this Agreement by the Landfill shall not relieve the Supplier of its obligations in connection with Services completed prior to the effective date of such expiration, termination, cancellation or acceptance, nor shall it relieve the Supplier of its liabilities at law or under this Agreement.

#### **27. MISCELLANEOUS.**

a. Notices. All notices, demands and claims, pursuant to Sections 16 and 18 of this Agreement shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), overnight delivery, or telecopy transmission and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the party to whom such notice, request, demand, claim or other communication is directed, at the following address or telecopy number (or at such other address or telecopy number as a party shall designate by written notice to the other party).

If to the Landfill:

Perdido Landfill  
13009 Beulah Road  
Cantonment, Florida 32533  
ATTN: Ron Hixson  
Telecopy: (850) 937-2152

If to the Supplier:

LFG Technologies, Inc.  
2 Southcross Trail  
Fairport, New York 14450  
ATTN: Barry Rogers  
Email: [brogers@lfgtech.com](mailto:brogers@lfgtech.com), phone: 585-425-3436



Any other written communications in connection with any Proposal shall be sent to the appropriate project managers of the Landfill and the Supplier with respect to such Project, as set forth in the applicable Proposal.

b. Entire Agreement; No Third Party Beneficiaries. This Agreement (including the exhibits and schedules attached hereto) and other documents delivered in connection with this Agreement, contains the entire understanding of the Parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to such subject matter. This Agreement includes the exhibits and schedules attached hereto as if such were specifically set forth herein; provided, however, in the event of any conflict between the terms and conditions of this Agreement and any exhibit or schedule attached hereto, the terms and conditions of this Agreement shall control and prevail. The Parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect thereto. The exhibits and schedules constitute a part hereof as though set forth in full above. This Agreement is not intended to confer upon any third party, other than the Parties, any rights or remedies hereunder.

c. Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged and no waiver hereunder may be granted, except by written instrument executed by all of the Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of any time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

d. Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder. As the Landfill has entered into this Agreement in order to receive the professional services of the Supplier, except as expressly provided herein, the rights and obligations of this Agreement may not be assigned (by operation of law or otherwise) by the Supplier without the prior written consent of Landfill.

e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.



A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

f. Interpretation. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Capitalized terms set forth in the exhibits and the schedules attached hereto shall have the same meanings as set forth in this Agreement, unless defined otherwise in such exhibits and schedules.

g. Governing Law; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida and venue for any matter which is the subject of this Agreement shall be in Escambia County without giving effect to any choice of law or conflict of law rules or provisions (whether of such State or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the such State. If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement.

h. Arm's Length Negotiations. Each Party expressly represents and warrants that (i) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (ii) said party has relied solely and completely upon its own judgment in executing this Agreement; (iii) said party has acted voluntarily and of its own free will in executing this Agreement; (iv) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (v) this Agreement is the result of arm's length negotiations conducted by and among the Parties.

i. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving the Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

j. Budget appropriation. As Landfill is a political subdivision of the State of Florida, Landfill's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation of funds by the Board of County Commissioners.





Signature below indicates the Agreement and attached Exhibit A with Attachments A, B and C and Exhibit B and Exhibit C are hereby agreed to and accepted.

ESCAMBIA COUNTY, FLORIDA  
by and through its duly authorized Board of  
County Commissioners

By: Marie Young  
Marie Young, Chairman

Date: August 25, 2009

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court



By: Ernie Lee Magaha  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: ACE  
Date: 6/19/09

BCC Approved: 7/9/2009

Supplier  
LFG Technologies, Inc. a corporation

By: Barry Rogers  
Barry Rogers, Chief Operating Officer

Date: July 6, 2009

**LIST OF EXHIBITS**

**EXHIBIT "A" LFG Tech Standard O& M Proposal / Description of Initial Services**

**EXHIBIT "B" Form of Time and Materials Work Orders**

**EXHIBIT "C" Certificates of Insurance**

**EXHIBIT A**

**LFG TECH STANDARD O&M PROPOSAL**

June 19, 2009

Mr. Ron Hixson

Perdido Landfill

13009 Beulah Road

Cantonment, Florida 32533

**Subject: Perdido Landfill – Landfill Gas Collection System O&M Proposal**

Mr. Hixson:

LFG Technologies, Inc. (LFG Tech) is pleased to submit this proposal for operation and maintenance of the landfill gas collection system. The system is to be operated to meet the New Source Performance Standards required by State Implementation Plan and to support landfill gas delivery to the proposed Power Production Plant to be constructed by Gulf Power (local utility). The Power Plant will work a continuous duty (24/7) production cycle and the landfill gas collection system will be monitored (by a gas field technician and instrumentation) to provide a continuous duty (24/7) production cycle.

To meet this demanding schedule, LFG Tech will provide a full-time trained landfill gas technician to provide the routine monitoring, operations, maintenance, and minor repair needs of the landfill gas collection system. The landfill gas technician will be supported by a management staff and from time-to-time by additional LFG Tech personnel. The gas field technician will be provided with an on-site vehicle, hand tools and instrumentation to be able to fulfill the routine responsibility of the position. In addition, the gas field technician will coordinate with the Power Plant personnel to maximize the availability of the gas collection system and maximize landfill gas collection with out over-pulling the landfill gas.

The operation and maintenance (O&M) of a landfill gas (LFG) system for energy recovery is normally provided in four basic categories:

***Routine monitoring.*** LFG TECH will provide monitoring of the LFG wells and system on at a routine frequency to be determined by the system needs. At times, the routine frequency may be daily, weekly or monthly. The methane and oxygen concentrations and gas flow rates of the gas wells will be monitored and adjusted to maximize LFG collection and minimize overdraw. This



is typically achieved by extracting the landfill gas at the rate of production. The monitoring data will be documented and submitted to the facility manager or site engineer.

***Routine operations, maintenance, and minor repairs.*** LFG TECH will conduct routine system-wide operation and maintenance consistent with normal procedures for such systems, and in accordance with a prepared site O&M manual.

Routine maintenance will consist of, but not necessarily limited to the following:

The flare station includes such items as: rotation of the blower operation as needed, checking that the condensate knock-out vessel has been drained, lubricating the blower bearings, checking for blower belt wear and adjusting belt tension, inspecting the flame arrester, replacing recorder paper, checking the flare pilot system and pilot gas fuel tank levels, and checking flare controller set points and automatic louvers in accordance with the manufacturer's recommendations and schedules.

The gas extraction wellheads will be checked for such items as: proper valve operation, obstructions in the sampling and testing ports, and tightness of bolts and clamps. Minor repairs include such items as: repair or replacement of sample ports, small lateral valves up to 2-inch, adjusting and/or replacing flex joints up to 2-inch, and adjusting pipe supports to account for differential settlement.

***Non-routine scheduled maintenance, major repairs and special assignments.*** LFG TECH would normally provide all necessary labor by the assigned gas field technician required to perform these types of non-routine services on an as-needed basis. Non-routine scheduled services consist mainly of major corrective repair or maintenance work identified during the routine visits. This work could include items such as: response to excessive blower vibration; repair of broken or leaking piping; repair of condensate sumps; replacement of extraction wells; and any repair of flare station components. This work is essential to achieving the LFG system operational goal; however, it is considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. Additionally however, this work also includes any special assignments that may be required for the efficient operation of the site/system. These assignments could include such tasks as: engineering, system design, studies, plans/drawings and various services related to energy recovery.

***Non-routine emergency services.*** Non-routine emergency services consist of responding to conditions that would require immediate response and restoring operation of the system; these can include, but are not limited to, the following: response to blower failure; response to flame failures; response to alarm conditions and alarm failures; response to flare exhaust temperature sensors or controller failure; odor complaints; and repair of main gas pipe breaks that disrupt gas flow. The urgent nature of these items is such that response to them cannot be scheduled. Accordingly, LFG TECH staff would usually respond to these conditions, as needed on an event by event basis, seven (7) days per week, within a four (4) hour period from notification of the problem. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operation are relatively



minor in scope. If upon response to the site, during a call-out event, LFG TECH determines that the actions required are major in scope, LFG TECH will perform only the work required at that time to ensure no safety hazard exists. LFG TECH will then proceed to implement repairs on the basis of the non-routine scheduled service procedures outlined above.

## **SITE SPECIFIC SCOPE OF WORK**

### **Routine Monitoring**

LFG TECH will provide routine monitoring of the landfill extraction system for the term of the contract. The monitoring activity will focus on obtaining data to include: LFG flow, temperature, static and dynamic pressure, gas composition (CH<sub>4</sub>, CO<sub>2</sub>, O<sub>2</sub>, and balance gas or N<sub>2</sub>). LFG TECH will perform some specific tasks on portions of the collection system and the flares station on a weekly basis, and monitor the entire extraction system on a monthly basis. The weekly tasks include determining flow rates from principal headers, and flare station, differential pressure, static pressure, temperature and methane and oxygen content in percent. Monthly tasks will include well field monitoring and adjustments of the entire well field, main lines and blower station. A brief status report will be issued monthly with a recap of the data collected on a weekly basis. The monthly report will present well data such as methane, oxygen concentrations in percent, static pressure, and flow rates. Data collected will be analyzed to determine methane and flow trends. Recommendations for changes to the collection system operations and monitoring program will be included in this status report.

Per 40 CFR 60 Subpart WWW, an NSPS site is required to perform routine monitoring, record keeping and reporting activities on the gas system. The NSPS compliance portion of this proposal is divided into the following subcategories:

1. Monitor the well field monthly for required NSPS parameters.
2. Conduct the monthly cover survey.
3. Conduct quarterly surface scans for methane emissions.
4. Upkeep of the NSPS files.
5. Provide data to site for the Semi-Annual NSPS reports.

### **Routine Operations, Maintenance and Minor Repairs**

In conjunction with the routine monitoring described above, LFG TECH will perform spot inspections of certain collection system components and the flare station on a weekly basis and a complete system wide inspection on a monthly basis. This will include the inspection of the condensate collection system, currently in service at the site. Based on the monitoring data and these inspections, well field adjustments and operational parameters such as vacuum, flow rate changes or gas blower configurations will be implemented as required. Additionally, both during and as a result of these inspections, LFG TECH will perform necessary preventative



maintenance tasks and minor repairs on the collection system, LFG blowers, and flare station components. Recommendations for performing non-routine major repairs or implementing system modifications that are discovered during these routine work efforts will be included in the monthly status report as described above. The operation or maintenance of the site's leachate collection system and associated piping are not included in this scope of work and are assumed to be performed by others.

### **Non-Routine Scheduled Maintenance and Major Repairs**

These types of non-routine activities include special work tasks which are aimed at improving collection system performance and increasing the quantity and quality of LFG delivered to the existing flare/blower station facilities. These work tasks will be developed upon the recommendations of the monthly status reports described above and discussions between the Perdido Landfill Site Manager and the LFG TECH Project Manager. This work will be reviewed and prioritized jointly by both parties. LFG TECH will undertake these work efforts as required, but only after receiving written authorization from the Perdido Landfill Site Manager to proceed.

### **Non-Routine Emergency Service**

LFG TECH will provide these types of emergency response services during the proposed contract period of work. LFG TECH will respond to these situations seven (7) days a week within a period of four (4) hours from the time of notification of the problem by Perdido Landfill personnel or an appropriate call-out device. LFG TECH will work with the appropriate personnel to develop site specific call out and personnel contact procedures required to implement these services.

### **COMPENSATION**

The **routine monitoring services and routine operations, maintenance and minor repairs** provided by LFG TECH under this proposal and as described above, will be invoiced on a **lump sum basis** per month for each individual type of service as shown in Attachment A, Cost Estimate.

The **non-routine scheduled maintenance and major repairs** required under this proposal will be performed on a **time and materials basis** in accordance with LFG Techs' most current Schedule of Charges, as shown in Attachment B. The landfill will not be charged for labor from the assigned gas field technician, except in cases where required labor needs exceed the standard forty hour work week. As needed, LFG TECH will provide Perdido Landfill a not-to-exceed estimate for the specific corrective repair or maintenance work identified during the routine or emergency call-out site visits. This work would then proceed only upon written authorization from Perdido site management.

The **non-routine emergency services** required under this proposal will be performed on an as needed per event **lump sum basis** in accordance with the per event cost as shown in Attachment A, Cost Estimate.

**LFG**  
**Technologies**  
**ANNUAL PAYMENT REVIEW**

The parties agree to meet annually (and/or on the anniversary date of the Effective Date of this Proposal) to review and potentially adjust the Base O&M Fee based on local inflation, markets and labor indexes.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. If you have any questions or would like to discuss this matter further, I can be reached at my office at 585-425-3436.

Sincerely,

LFG TECHNOLOGIES, INC.

Barry Rogers  
Chief Operations Officer

Attachments: Attachment A - Cost Estimate  
Attachment B - Schedule of Labor Charges  
Attachment C - Assumptions and Conditions

cc:

**ATTACHMENT A  
COST ESTIMATE**

LFG TECH hereby proposes to furnish the services as described in this proposal for Perdido Landfill per the following cost estimate:

**1. Routine Monitoring**

Labor – included in base service and invoiced monthly. Included in  
Base  
Service

Parts (i.e. hoses, well heads, sample ports, clamps, etc.) to be billed at cost plus 8%. Cost billed on a monthly basis. Should the landfill chose to purchase parts direct and provide parts to LFG Tech that would be acceptable.

**2. Routine Operations, Maintenance, Minor Repairs**

Labor – included in base service and invoiced monthly. Labor that exceeds forty hours will be billed at time and one half. Included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

**ANNUAL LUMP SUM SUBTOTAL Base Cost    \$60,980.00**

**3. Non-Routine Scheduled Maintenance/Major Repairs**

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours. Not  
included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.



**4. Non-Routine Emergency Service**

Costs not included at this time. To be performed as needed on a time and materials basis. Labor for gas field technician included in base service. Labor that exceeds forty hours from gas field technician to be billed at time and one half. Labor provided by other LFG Tech personnel to be billed at standard rates and time and one half for labor that exceeds forty hours.

Not  
included in  
Base  
Service

Parts to be billed at cost plus 8% and detailed on monthly invoice.

**5. Environmental Logistics Internet Gas Database**

Landfill data and records uploaded to online database to provide more efficient environmental compliance records. This service is a third party service provided through LFG Tech.

**ANNUAL LUMP SUM SUBTOTAL Cost     \$6,500.00**

**TOTAL ESTIMATED YEARLY O&M COST     \$67,480,000**



Effective January 1, 2009

**ATTACHMENT B**  
**LFG Technologies, Inc.**

**2009 SCHEDULE OF LABOR CHARGES**

**PERSONNEL CHARGES**

<u>Professional</u>	Rate per Hour
Senior Managers/Technical Review .....	\$125/hr
Senior Technical Staff.....	\$100/hr
Technical Staff.....	\$90/hr
 <u>Technical</u>	
Project Manager.....	\$65 - \$85/hr
Site Supervisor.....	\$55 - \$65/hr
Foreman.....	\$48 - \$53/hr
Field Technicians.....	\$30 - \$45/hr
Laborer .....	\$25 - \$30/hr
Drafter/CADD Operators .....	\$64 - \$73/hr
Technical Writers/Editors.....	\$57 - \$81/hr
Project Assistants.....	\$37 - \$81/hr
 <u>Nontechnical</u>	
Office Services.....	\$45hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% of the above rates.

**OUTSIDE SERVICES**

Charges for special outside services, equipment, and facilities not furnished directly by LFG TECH will be billed at cost plus 8%.

**PAYMENT**

Monthly invoices are to be paid within 30 days from invoice date.



## ATTACHMENT C

### ASSUMPTIONS AND CONDITIONS

Our work scope and cost estimate for the Perdido Landfill has been developed based on the following assumptions:

1. LFG TECH will be responsible for landfill gas collection system operation, monitoring, and maintenance as described in this proposal and based upon the "as-built" set of site drawings titled \_\_\_\_\_ and dated \_\_\_\_\_.
2. LFG TECH will be the only party designated to adjust the extraction well field during the period of its contract.
3. LFG TECH will have access to the landfill site, as necessary to perform these services.
4. LFG TECH would provide general administration and management responsibilities to oversee field personnel.
5. LFG TECH would manage and coordinate the necessary subcontractors and vendors required to support the ongoing operations.

The following items include responsibilities that LFG TECH has not assumed to be covered in this proposal. LFG TECH assumes that these items will be the responsibility of the landfill owner, or Perdido Landfill.

1. LFG TECH will not take responsibility for the overall quality of the gas collected from the landfill in regards to trace components.
2. LFG TECH takes no legal responsibility for any of the potential hazards associated with the condensate and/or disposal of condensate from the gas collection system.
3. LFG TECH does not take any responsibility for any of the engineering, design, or construction of the interior LFG collection system. Further, LFG TECH does not guarantee that the interior system as designed and/or constructed will meet any operational goals and/or regulatory agency requirements.
4. This proposal does not include provisions in the routine services estimate for any work required to maintain surface cracks, depressions, leveling to prevent ponding, or any other required maintenance of the landfill surface.
5. LFG Tech personnel will not perform confined space entry.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6074**

**County Administrator's Report 12. 11.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/15/2014

**Issue:** Temporary Easements to the Florida Department of Transportation for the SR 292 (Gulf Beach Highway) Improvement Project

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Conveyance of Temporary Easements to the Florida Department of Transportation for the State Road 292 (Gulf Beach Highway) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of temporary easements of varying widths, to the Florida Department of Transportation (FDOT), for their planned improvement Project for the portion of State Road (SR) 292 (Gulf Beach Highway), from Merritt Street to Manchester Street:

A. Adopt a Resolution authorizing the conveyance of temporary easements of varying widths, to FDOT, for their planned improvement Project for the portion of SR 292 (Gulf Beach Highway), from Merritt Street to Manchester Street; and

B. Authorize the Chairman to execute the Deed, the Resolution, and all other documents related to the transfer without further action of the Board.

**BACKGROUND:**

FDOT has a project designed for multi-lane construction and roadway improvements to SR 292 (Gulf Beach Highway). FDOT is requesting that the County convey temporary easements located at the intersections of certain County rights-of-way and Gulf Beach Highway.

Staff has reviewed this request and determined that the conveyance of these temporary easements will have no adverse impact to the County's use of this property and have no objection to the conveyance of the temporary easements.

**BUDGETARY IMPACT:**

All costs associated with accepting and recording of documents will be borne by FDOT.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

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**Attachments**

Resolution

Easement

aerial view map

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TE.12a 11/00

January 28, 2014

This instrument prepared by,  
or under the direction of,  
Everett F. Jones  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Parcel 716.1R  
Item/Segment No. 4097927  
Managing District 3  
S.R. No. 292  
County Escambia

**RESOLUTION**

ON MOTION of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 292, Financial Project No. 4097927, in Escambia County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Escambia County be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has requested that said County grant the State of Florida Department of Transportation permission to construct the project according to current construction plans, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the request of the State of Florida Department of Transportation to construct the project according to current construction plans is granted, being for transportation purposes which are in the public or community interest and for the public welfare.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Escambia County, Florida at a meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

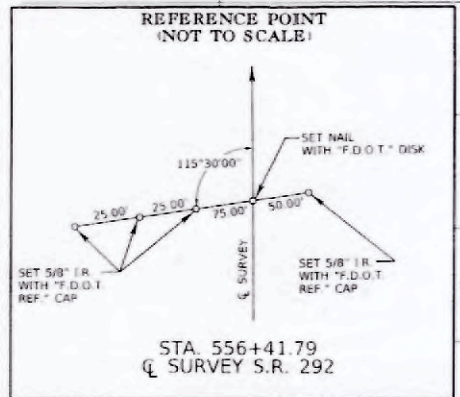
ESCAMBIA COUNTY FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Lumon J. May, Chairman

This document approved as to form  
and legal sufficiency.  
By: [Signature]  
Title: Escambia County At-Large  
Date: May 6, 2014

JUAN DONELSON GRANT  
DURCHSLAG'S SUBDIVISION

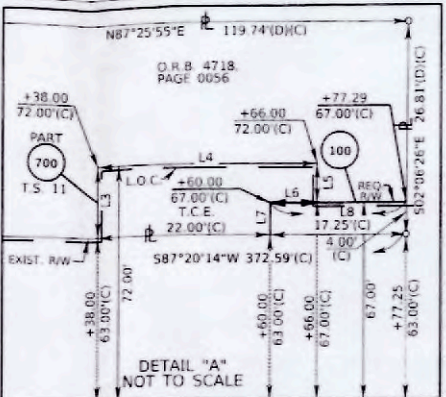
FIRST ADDITION TO  
DURCHSLAG'S SUBDIVISION



BEGIN R/W PROJECT  
F.P. NO. 4097927  
Q SURVEY S.R. 292  
P.I. STA. 556+41.79  
Δ=00°54'50" (LT.)

BEGIN R/W  
ACQUISITION LT.  
STA. 559+55.39

BEGIN R/W  
ACQUISITION RT.  
STA. 559+54.02



LINE TABLE

LINE	BEARING	DISTANCE
L1	N02°39'46"W	9.00'(C)
L2	S02°39'46"E	9.00'(C)
L3	N02°39'46"W	9.00'(C)
L4	N87°20'14"E	28.00'(C)
L5	S02°39'46"E	5.00'(C)
L6	S87°20'14"W	6.00'(C)
L7	N02°39'46"W	4.00'(C)
L8	N87°20'14"E	17.28'(C)
L9	S02°39'46"E	8.14'(C)
L10	N87°20'14"E	34.83'(C)
L11	N11°57'36"W	8.23'(C)
L12	N46°44'06"W	11.13'(C)

FIRST ADDITION TO  
NEW WARRINGTON

ELLIOTT PLACE  
PLAT BOOK 1, PAGE 33

THIS R/W MAP IS FOR  
INFORMATIONAL PURPOSES ONLY.  
VERIFICATION WITH THE  
RECORDS IS ADVISED  
ITS ACCURACY

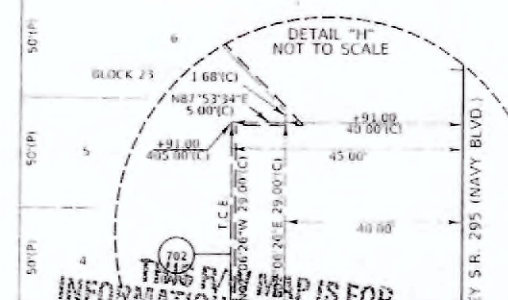
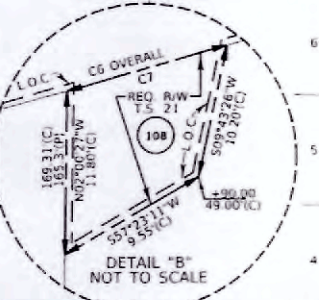
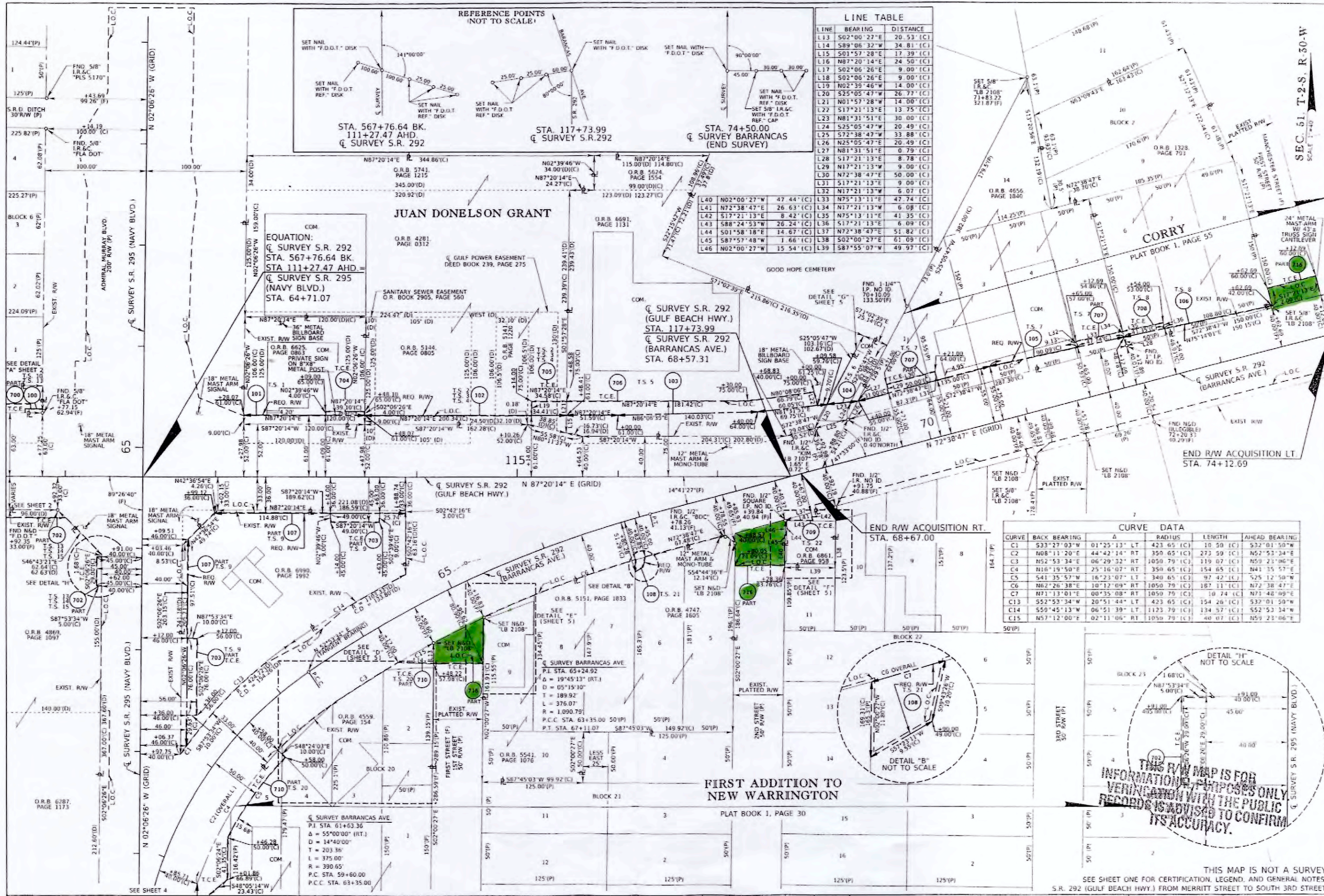
IDENTICAL POINT  
THIS MAP IS NOT A SURVEY  
SEE SHEET ONE FOR CERTIFICATION, LEGEND, AND GENERAL NOTES.  
S.R. 292 (GULF BEACH HWY.) FROM MERRITT STREET TO SOUTH 3RD STREET

**LINE TABLE**

LINE	BEARING	DISTANCE
L13	S02°00'27"E	20.53'(C)
L14	S89°06'32"W	34.81'(C)
L15	S01°57'28"E	17.39'(C)
L16	N87°20'14"E	24.50'(C)
L17	S02°06'26"E	9.00'(C)
L18	S02°06'26"E	9.00'(C)
L19	N02°39'46"W	14.00'(C)
L20	S25°05'47"W	26.77'(C)
L21	N01°57'28"W	14.00'(C)
L22	S17°21'13"E	13.75'(C)
L23	N81°31'51"E	30.00'(C)
L24	S25°05'47"W	20.49'(C)
L25	S72°38'47"W	33.88'(C)
L26	N25°05'47"E	20.49'(C)
L27	N81°31'51"E	0.79'(C)
L28	S17°21'13"E	8.78'(C)
L29	N17°21'13"W	9.00'(C)
L30	N72°38'47"E	50.00'(C)
L31	S17°21'13"E	9.00'(C)
L32	N17°21'13"W	6.07'(C)
L33	N75°13'11"E	47.74'(C)
L34	N17°21'13"W	6.08'(C)
L35	N75°13'11"E	41.35'(C)
L36	S17°21'13"E	6.09'(C)
L37	N72°38'47"E	51.82'(C)
L38	S02°00'27"E	61.09'(C)
L39	S87°55'07"W	49.97'(C)
L40	N02°00'27"W	47.44'(C)
L41	N72°38'47"E	26.63'(C)
L42	S17°21'13"E	8.42'(C)
L43	S88°24'53"W	26.24'(C)
L44	S01°58'18"E	14.67'(C)
L45	S87°57'48"W	1.66'(C)
L46	N02°00'27"W	15.54'(C)
L39	S87°55'07"W	49.97'(C)

**CURVE DATA**

CURVE	BACK BEARING	Δ	RADIUS	LENGTH	AHEAD BEARING
C1	S33°27'03"W	01°25'13" LT	423.65'(C)	10.50'(C)	S32°01'50"W
C2	N08°11'20"E	44°42'14" RT	350.65'(C)	273.59'(C)	N52°53'34"E
C3	N52°53'34"E	06°29'32" RT	1050.79'(C)	119.07'(C)	N59°23'06"E
C4	N16°19'50"E	25°16'07" RT	350.65'(C)	154.65'(C)	N41°35'57"E
C5	S41°35'57"W	16°23'07" LT	340.65'(C)	92.42'(C)	S25°12'50"W
C6	N62°26'38"E	10°12'09" RT	1050.79'(C)	167.11'(C)	N72°38'47"E
C7	N71°13'01"E	00°35'08" RT	1050.79'(C)	10.74'(C)	N71°48'49"E
C13	S52°53'34"W	20°51'44" LT	423.65'(C)	154.26'(C)	S32°01'50"W
C14	S59°45'13"W	06°51'39" LT	1123.79'(C)	134.57'(C)	S52°53'34"W
C15	N57°12'00"E	02°11'06" RT	1050.79'(C)	40.07'(C)	N59°23'06"E



THIS R/W MAP IS FOR INFORMATION PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM ITS ACCURACY.

THIS MAP IS NOT A SURVEY. SEE SHEET ONE FOR CERTIFICATION, LEGEND, AND GENERAL NOTES. S.R. 292 (GULF BEACH HWY.) FROM MERRITT STREET TO SOUTH 3RD STREET



JUAN DONELSON GRANT

REFERENCE POINTS (NOT TO SCALE)



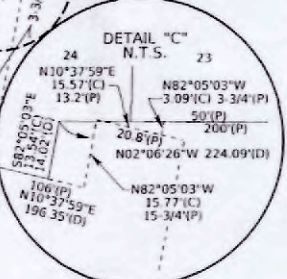
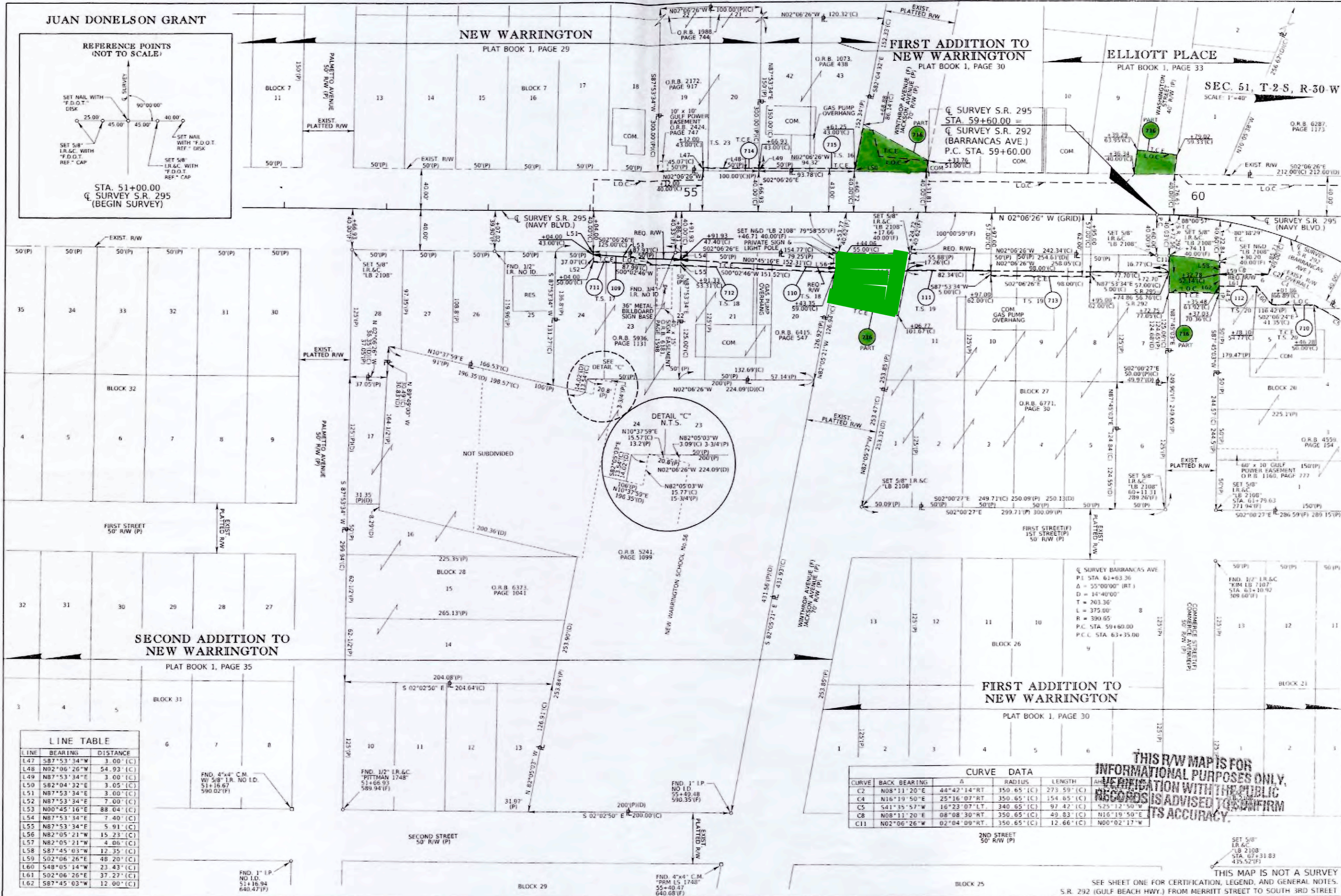
STA. 51+00.00  
 Q SURVEY S.R. 295  
 (BEGIN SURVEY)

NEW WARRINGTON  
 PLAT BOOK 1, PAGE 29

FIRST ADDITION TO  
 NEW WARRINGTON  
 PLAT BOOK 1, PAGE 30

ELLIOTT PLACE  
 PLAT BOOK 1, PAGE 33

SEC. 51, T.2-S, R-30-W  
 SCALE 1"=40'



LINE TABLE

LINE	BEARING	DISTANCE
L47	S87°53'34"W	3.00'(C)
L48	N02°06'26"W	54.93'(C)
L49	N87°53'34"E	3.00'(C)
L50	S82°04'32"E	3.05'(C)
L51	N87°53'34"E	3.00'(C)
L52	N87°53'34"E	7.00'(C)
L53	N00°45'16"E	88.04'(C)
L54	N87°53'34"E	7.40'(C)
L55	N87°53'34"E	5.91'(C)
L56	N82°05'21"W	15.23'(C)
L57	N82°05'21"W	4.06'(C)
L58	S87°45'03"W	12.35'(C)
L59	S02°06'26"E	48.20'(C)
L60	S48°05'14"W	23.43'(C)
L61	S02°06'26"E	37.27'(C)
L62	S87°45'03"W	12.00'(C)

CURVE DATA

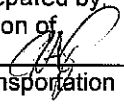
CURVE	BACK BEARING	Δ	RADIUS	LENGTH	ARC CHORD
C2	N08°11'20"E	44°42'14"RT	350.65'(C)	273.59'(C)	187.11'(C)
C4	N16°19'50"E	25°16'07"RT	350.65'(C)	154.65'(C)	100.00'(C)
C5	S41°35'57"W	16°23'07"LT	340.65'(C)	97.42'(C)	575.12'50"W
C8	N08°11'20"E	08°08'30"RT	350.65'(C)	49.83'(C)	N16°19'50"E
C11	N02°06'26"W	02°04'09"RT	350.65'(C)	12.66'(C)	N00°02'17"W

THIS R/W MAP IS FOR INFORMATIONAL PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM ITS ACCURACY.

THIS MAP IS NOT A SURVEY. SEE SHEET ONE FOR CERTIFICATION, LEGEND, AND GENERAL NOTES. S.R. 292 (GULF BEACH HWY.) FROM MERRITT STREET TO SOUTH 3RD STREET

08-TE.11-11/00

January 28, 2014

This instrument prepared by,  
or under the direction of  
Everett F. Jones   
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Legal description approved by,  
Ron Gibson

Parcel	716.1R
Item/Segment No.	4097927
Managing District	3
S.R. No.	292
County	Escambia

### TEMPORARY EASEMENT

THIS EASEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Escambia County, Florida, described as follows, viz:

"All the rights, title and interest of Escambia County, Florida in and to the existing right of way of dedicated and used State Road 292 and the existing right of way of portions of other dedicated or maintained streets lying between the West line of Section 51, Township 2 South, Range 30 West and the East line of said Section 51, and lying within the required right of way, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P No. 4097927, State Road 292, as filed in the F.D.O.T. District 3 Office, Chipley, Florida."

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

ESCAMBIA COUNTY FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Lumon J. May, Chairman

This document approved as to form  
and legal sufficiency.

By

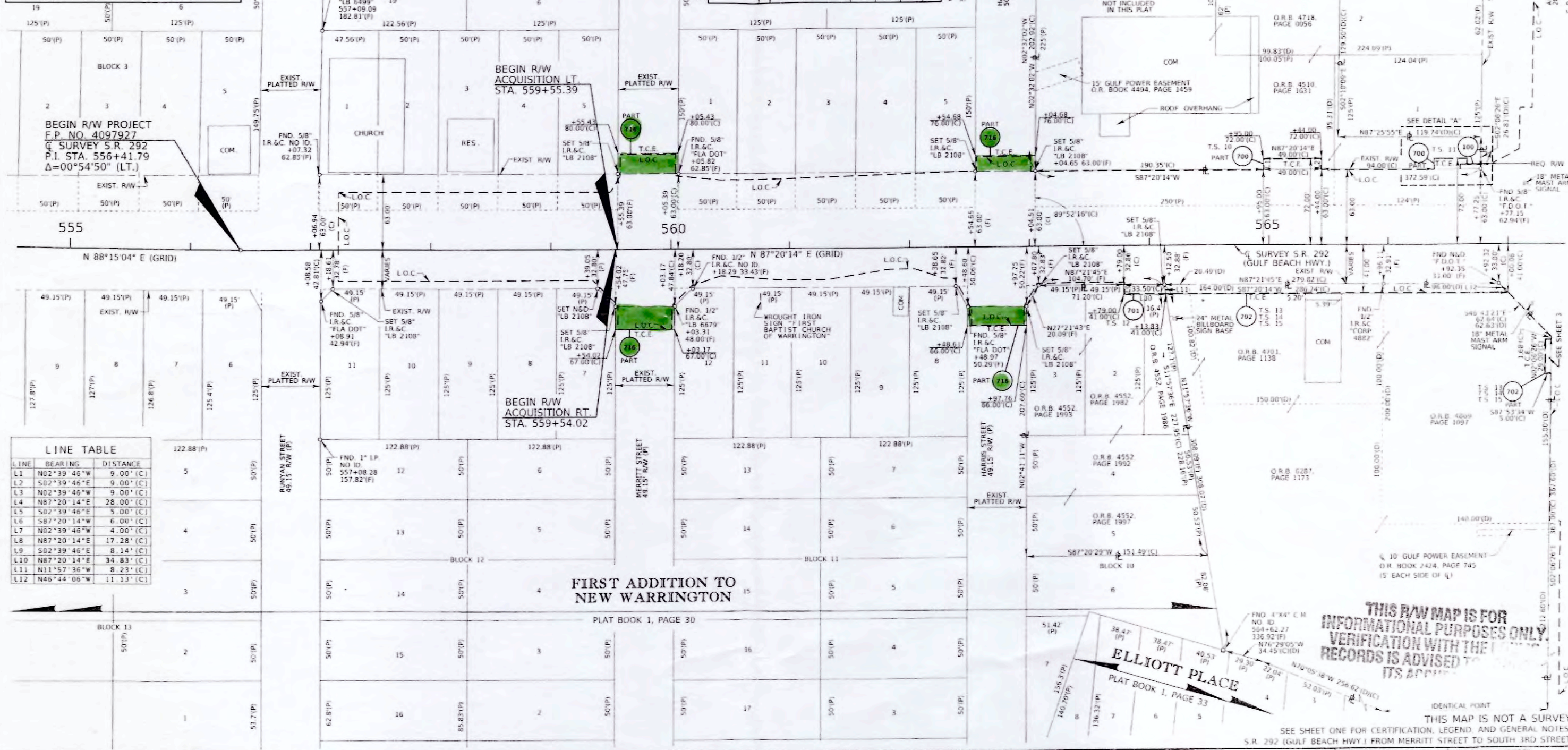
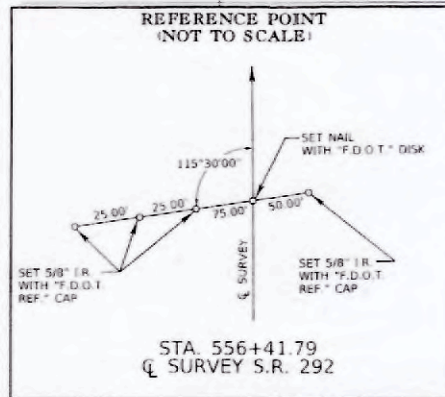
Title

Date

[Signature]  
Escambia County Attorney  
May 6, 2014

JUAN DONELSON GRANT  
DURCHSLAG'S SUBDIVISION

FIRST ADDITION TO  
DURCHSLAG'S SUBDIVISION



LINE TABLE

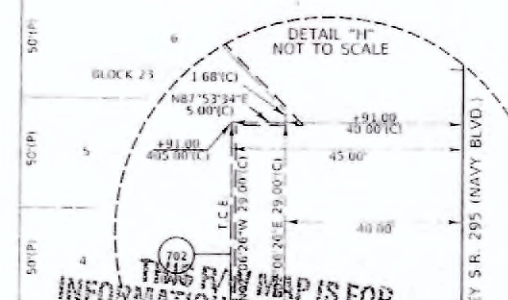
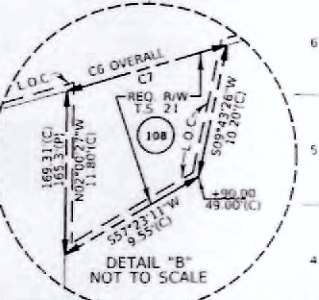
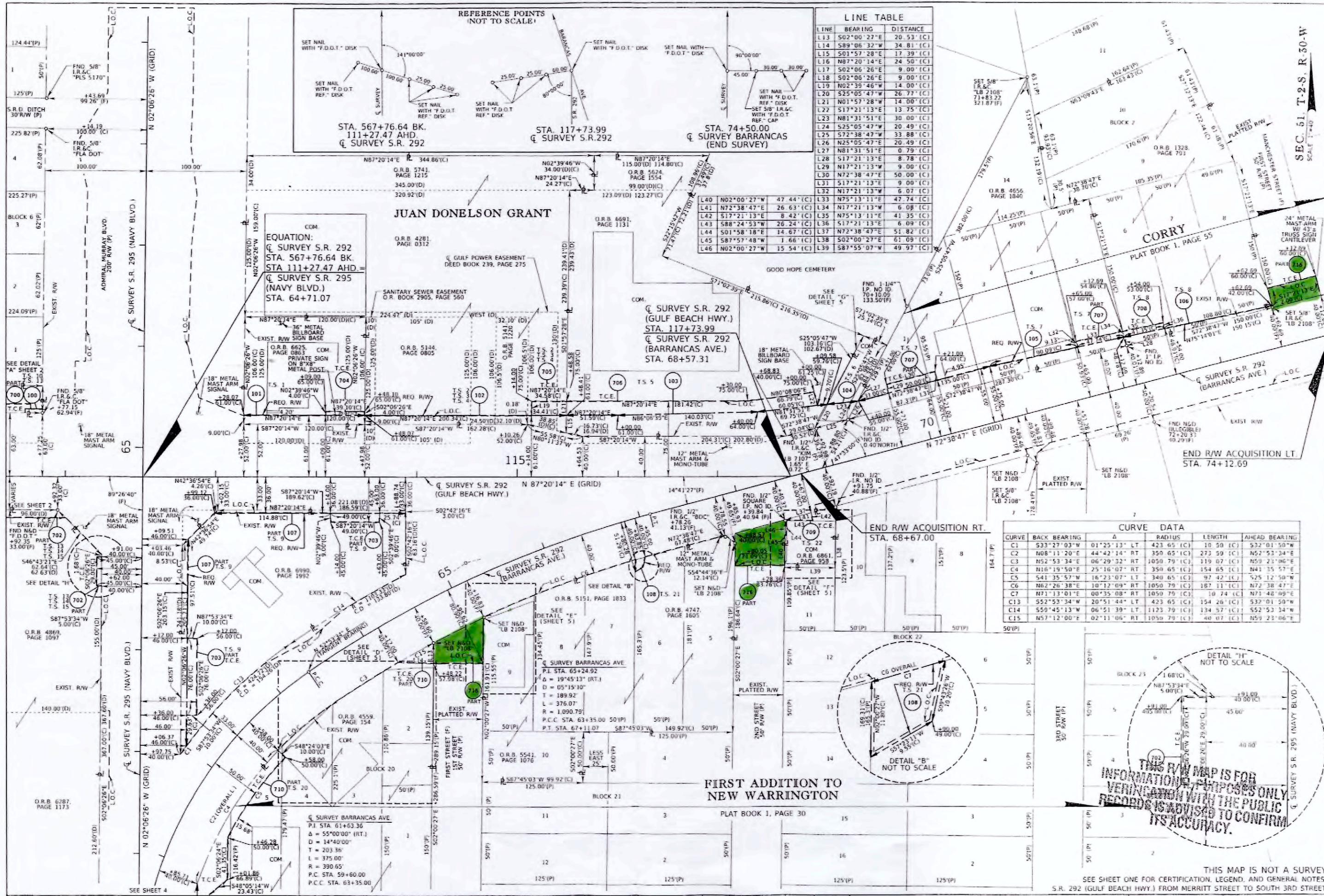
LINE	BEARING	DISTANCE
L1	N02°39'46"W	9.00'(C)
L2	S02°39'46"E	9.00'(C)
L3	N02°39'46"W	9.00'(C)
L4	N87°20'14"E	28.00'(C)
L5	S02°39'46"E	5.00'(C)
L6	S87°20'14"W	6.00'(C)
L7	N02°39'46"W	4.00'(C)
L8	N87°20'14"E	17.28'(C)
L9	S02°39'46"E	8.14'(C)
L10	N87°20'14"E	34.83'(C)
L11	N11°57'36"W	8.23'(C)
L12	N46°44'06"W	11.13'(C)

**LINE TABLE**

LINE	BEARING	DISTANCE
L13	S02°00'27"E	20.53'(C)
L14	S89°06'32"W	34.81'(C)
L15	S01°57'28"E	17.39'(C)
L16	N87°20'14"E	24.50'(C)
L17	S02°06'26"E	9.00'(C)
L18	S02°06'26"E	9.00'(C)
L19	N02°39'46"W	14.00'(C)
L20	S25°05'47"W	26.77'(C)
L21	N01°57'28"W	14.00'(C)
L22	S17°21'13"E	13.75'(C)
L23	N81°31'51"E	30.00'(C)
L24	S25°05'47"W	20.49'(C)
L25	S72°38'47"W	33.88'(C)
L26	N25°05'47"E	20.49'(C)
L27	N81°31'51"E	0.79'(C)
L28	S17°21'13"E	8.78'(C)
L29	N17°21'13"W	9.00'(C)
L30	N72°38'47"E	50.00'(C)
L31	S17°21'13"E	9.00'(C)
L32	N17°21'13"W	6.07'(C)
L33	N75°13'11"E	47.74'(C)
L34	N17°21'13"W	6.08'(C)
L35	N75°13'11"E	41.35'(C)
L36	S17°21'13"E	6.09'(C)
L37	N72°38'47"E	51.82'(C)
L38	S02°00'27"E	61.09'(C)
L39	S87°55'07"W	49.97'(C)
L40	N02°00'27"W	47.44'(C)
L41	N72°38'47"E	26.63'(C)
L42	S17°21'13"E	8.42'(C)
L43	S88°24'53"W	26.24'(C)
L44	S01°58'18"E	14.67'(C)
L45	S87°57'48"W	1.66'(C)
L46	N02°00'27"W	15.54'(C)
L39	S87°55'07"W	49.97'(C)

**CURVE DATA**

CURVE	BACK BEARING	Δ	RADIUS	LENGTH	AHEAD BEARING
C1	S33°27'03"W	01°25'13" LT	423.65'(C)	10.50'(C)	S32°01'50"W
C2	N08°11'20"E	44°42'14" RT	350.65'(C)	273.59'(C)	N52°53'34"E
C3	N52°53'34"E	06°29'32" RT	1050.79'(C)	119.07'(C)	N59°23'06"E
C4	N16°19'50"E	25°16'07" RT	350.65'(C)	154.65'(C)	N41°35'57"E
C5	S41°35'57"W	16°23'07" LT	340.65'(C)	92.42'(C)	S25°12'50"W
C6	N62°26'38"E	10°12'09" RT	1050.79'(C)	167.11'(C)	N72°38'47"E
C7	N71°13'01"E	00°35'08" RT	1050.79'(C)	10.74'(C)	N71°48'49"E
C13	S52°53'34"W	20°51'44" LT	423.65'(C)	154.26'(C)	S32°01'50"W
C14	S59°45'13"W	06°51'39" LT	1123.79'(C)	134.57'(C)	S52°53'34"W
C15	N57°12'00"E	02°11'06" RT	1050.79'(C)	40.07'(C)	N59°23'06"E



THIS R/W MAP IS FOR INFORMATION PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM ITS ACCURACY.

THIS MAP IS NOT A SURVEY. SEE SHEET ONE FOR CERTIFICATION, LEGEND, AND GENERAL NOTES. S.R. 292 (GULF BEACH HWY.) FROM MERRITT STREET TO SOUTH 3RD STREET

JUAN DONELSON GRANT

REFERENCE POINTS (NOT TO SCALE)



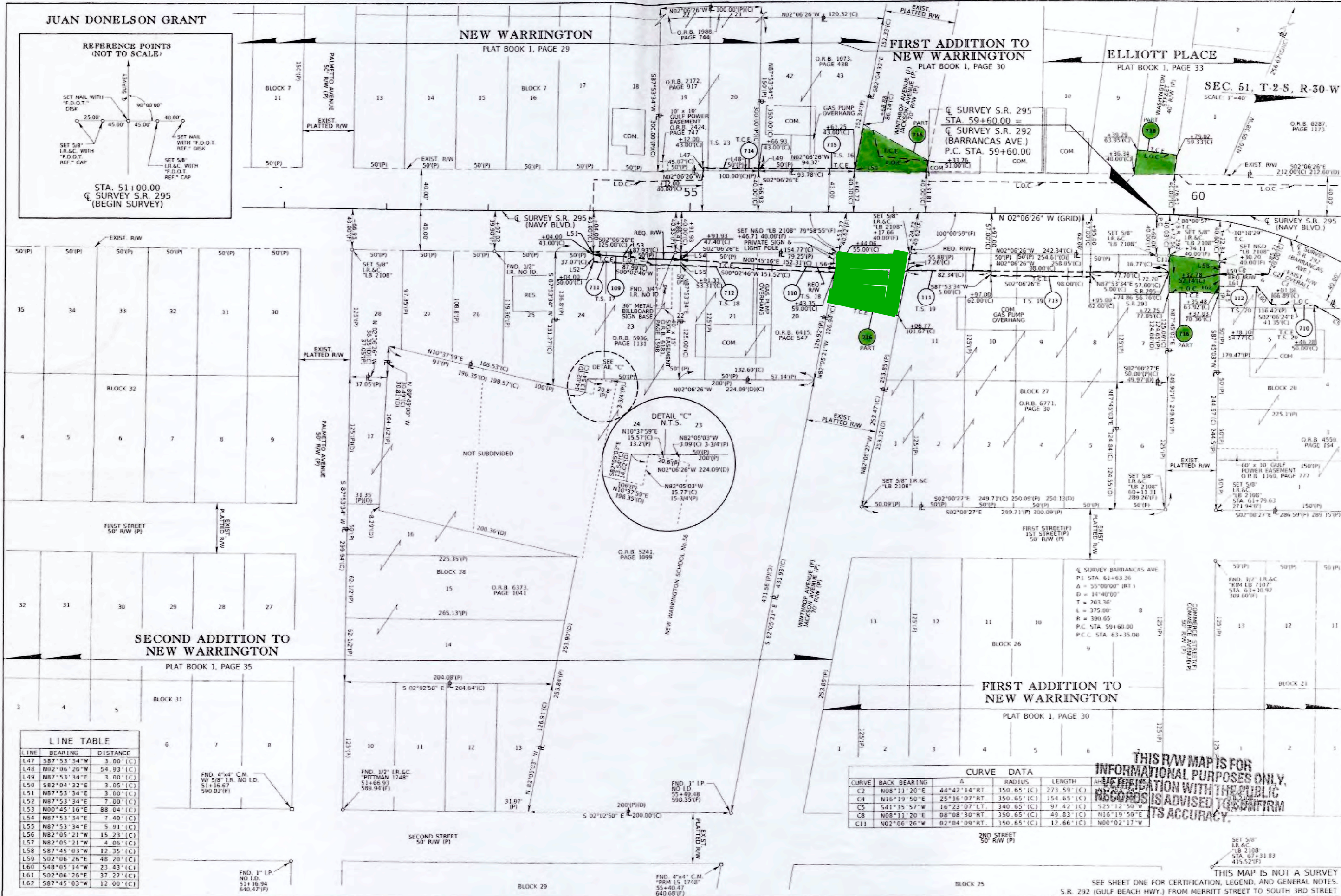
STA. 51+00.00  
 Q SURVEY S.R. 295  
 (BEGIN SURVEY)

NEW WARRINGTON  
 PLAT BOOK 1, PAGE 29

FIRST ADDITION TO  
 NEW WARRINGTON  
 PLAT BOOK 1, PAGE 30

ELLIOTT PLACE  
 PLAT BOOK 1, PAGE 33

SEC. 51, T.2-S, R-30-W  
 SCALE 1"=40'



LINE TABLE

LINE	BEARING	DISTANCE
L47	S87°53'34"W	3.00'(C)
L48	N02°06'26"W	54.93'(C)
L49	N87°53'34"E	3.00'(C)
L50	S82°04'32"E	3.05'(C)
L51	N87°53'34"E	3.00'(C)
L52	N87°53'34"E	7.00'(C)
L53	N00°45'16"E	88.04'(C)
L54	N87°53'34"E	7.40'(C)
L55	N87°53'34"E	5.91'(C)
L56	N82°05'21"W	15.23'(C)
L57	N82°05'21"W	4.06'(C)
L58	S87°45'03"W	12.35'(C)
L59	S02°06'26"E	48.20'(C)
L60	S48°05'14"W	23.43'(C)
L61	S02°06'26"E	37.27'(C)
L62	S87°45'03"W	12.00'(C)

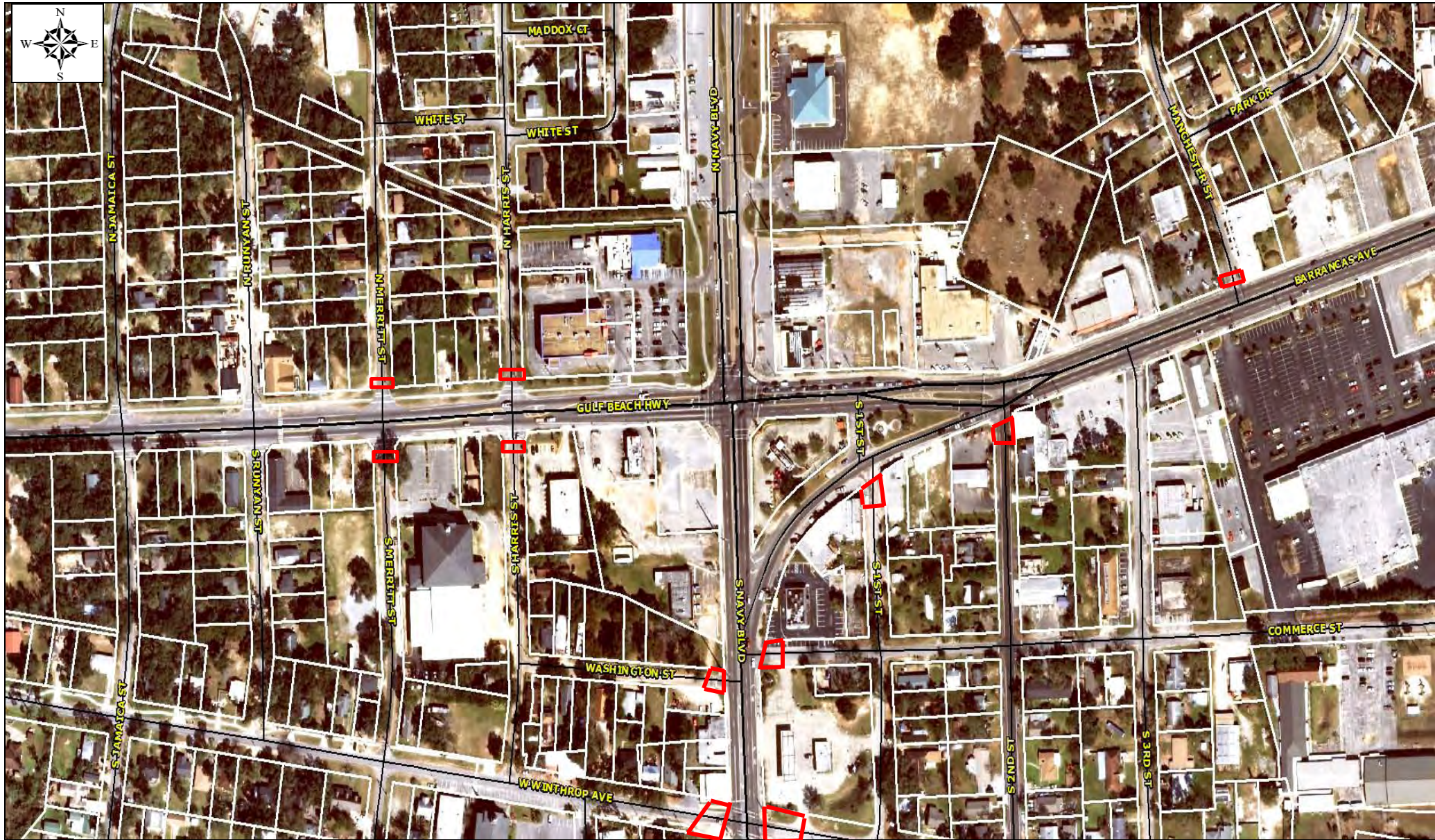
CURVE DATA

CURVE	BACK BEARING	Δ	RADIUS	LENGTH	ARC CHORD
C2	N08°11'20"E	44°42'14"RT	350.65'(C)	273.59'(C)	154.65'(C)
C4	N16°19'50"E	25°16'07"RT	350.65'(C)	154.65'(C)	154.65'(C)
C5	S41°35'57"W	16°23'07"LT	340.65'(C)	97.42'(C)	525.12'50"W
C8	N08°11'20"E	08°08'30"RT	350.65'(C)	49.83'(C)	N16°19'50"E
C11	N02°06'26"W	02°04'09"RT	350.65'(C)	12.66'(C)	N00°02'17"W

THIS R/W MAP IS FOR INFORMATIONAL PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM ITS ACCURACY.

THIS MAP IS NOT A SURVEY. SEE SHEET ONE FOR CERTIFICATION, LEGEND, AND GENERAL NOTES. S.R. 292 (GULF BEACH HWY.) FROM MERRITT STREET TO SOUTH 3RD STREET

# FDOT PROJECT: ROADWAY IMPROVEMENTS TO SR 292 (GULF BEACH HIGHWAY)



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 04/25/14 DISTRICT 2

 Areas of County R/W Requested for Temporary Easements



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6105

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/15/2014

Issue: Write-Off of Accounts Receivable

From: Mike Weaver

Organization: Public Safety

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$2,462,546.31 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

**BACKGROUND:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings for the second quarter of Fiscal Year 2013-2014 for 4,872 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney Alison P. Rogers has reviewed and approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**



N/A

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**Attachments**

BDWO Resolution and Attachment

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**RESOLUTION R2014-\_\_\_\_\_**

**WHEREAS**, certain accounts totaling \$2,462,546.31 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q2 FY13/14 BDWO" and made part hereof by reference; and

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list.

**NOW, THEREFORE**, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**BE IT FURTHER RESOLVED**, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By: 

Title: County Attorney

Date: 4/24/14

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2007-02-12	4189	105.00
2007-10-24	30047	74.32
2008-03-11	6954	78.95
2008-04-06	9414	73.81
2008-04-09	9657	81.52
2008-04-26	11472	66.22
2008-05-09	12692	77.67
2008-06-04	15056	63.65
2008-06-05	15173	78.95
2008-06-28	17275	75.10
2008-07-11	18440	78.95
2008-07-16	18986	78.95
2008-07-17	18998	43.31
2008-08-03	20622	81.84
2008-08-04	20635	44.18
2008-08-16	21721	79.22
2008-09-03	23302	94.94
2008-10-10	26800	76.60
2008-10-24	27972	76.60
2008-11-19	30253	85.77
2008-11-28	31067	76.60
2008-12-16	32717	63.61
2008-12-19	32957	78.39
2009-01-04	321	427.00
2009-09-22	25833	94.28
2009-10-17	28396	79.16
2009-10-30	29626	101.15
2009-11-17	31219	66.88
2010-01-19	1727	65.83
2010-03-13	6715	89.17
2010-03-30	8285	83.01
2010-04-10	9335	264.63
2010-04-16	9920	89.75
2010-04-20	10283	535.00
2010-04-21	10367	50.00
2010-06-02	14537	710.00
2010-06-26	16787	23.00
2010-08-10	21503	365.00
2010-11-08	29838	41.11
2011-01-20	1736	286.00
2011-02-18	4560	25.00
2011-03-17	7199	45.58
2011-03-27	8300	50.00
2011-04-10	9635	318.35
2011-04-14	10062	565.00
2011-04-15	10088	625.00
2011-04-24	11104	30.00
2011-05-08	12483	565.00
2011-05-19	13539	525.00
2011-05-22	13838	40.00
2011-05-28	14417	50.00
2011-06-15	16275	545.00
2011-06-26	17362	562.00
2011-07-06	18439	54.84
2011-07-06	18385	78.87
2011-07-09	18727	449.00
2011-07-10	18844	35.00
2011-07-15	19379	32.72
2011-07-28	20690	40.00
2011-07-29	20877	175.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2011-07-31	20993	289.30
2011-08-07	21742	495.00
2011-08-13	22298	520.00
2011-09-12	25327	638.00
2011-09-16	25790	695.00
2011-10-01	27237	602.00
2011-10-02	27267	63.46
2011-10-07	27812	630.00
2011-10-17	28684	475.00
2011-10-20	29027	60.00
2011-10-23	29254	123.00
2011-10-23	29344	356.35
2011-10-24	29405	525.00
2011-10-26	29638	25.00
2011-10-28	29771	350.00
2011-10-31	30013	79.99
2011-10-31	30062	410.00
2011-11-02	30243	44.21
2011-11-09	30921	50.00
2011-11-15	31516	81.70
2011-11-21	31977	110.00
2011-11-22	32133	60.00
2011-11-23	32144	105.00
2011-12-01	32939	308.00
2011-12-01	32943	522.81
2011-12-02	33043	455.00
2011-12-03	33111	63.94
2011-12-06	33410	60.00
2011-12-10	33775	150.00
2011-12-10	33851	550.00
2011-12-13	34184	810.00
2011-12-17	34676	315.00
2011-12-20	34703	785.00
2011-12-23	35007	75.00
2011-12-25	35164	525.00
2011-12-27	35367	171.00
2011-12-28	35391	75.95
2011-12-31	35741	605.00
2011-12-31	35734	715.00
2012-01-03	225	200.00
2012-01-03	240	630.00
2012-01-04	319	255.00
2012-01-08	721	100.00
2012-01-09	790	594.00
2012-01-11	932	60.00
2012-01-12	1048	53.91
2012-01-12	1029	423.70
2012-01-13	1136	755.00
2012-01-19	1740	50.00
2012-01-19	1662	150.00
2012-01-21	1977	810.00
2012-01-27	2509	14.13
2012-01-27	2499	512.00
2012-01-28	2674	459.00
2012-01-30	2821	77.72
2012-02-02	3060	150.00
2012-02-06	3565	28.65
2012-02-06	3541	319.00
2012-02-09	3869	110.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2012-02-11	4001	325.00
2012-02-14	4316	30.00
2012-02-16	4515	185.00
2012-02-17	4577	255.00
2012-02-17	4591	490.00
2012-02-19	4833	459.07
2012-02-19	4795	537.00
2012-02-24	5320	100.00
2012-02-25	5454	71.97
2012-02-28	5706	77.81
2012-02-28	5718	430.00
2012-03-07	6623	100.00
2012-03-08	6691	250.00
2012-03-09	6800	33.63
2012-03-09	6855	563.00
2012-03-10	6937	745.00
2012-03-10	6952	800.00
2012-03-10	6906	963.00
2012-03-16	7569	16.44
2012-03-23	8243	119.40
2012-03-23	8252	925.00
2012-03-26	8631	69.62
2012-03-26	8490	175.00
2012-03-27	8651	205.00
2012-03-28	8776	12.00
2012-04-03	9325	37.88
2012-04-05	9605	43.35
2012-04-08	9936	162.50
2012-04-09	9976	561.00
2012-04-11	10251	63.83
2012-04-11	10180	69.30
2012-04-12	10338	120.00
2012-04-13	10383	81.27
2012-04-13	10409	333.00
2012-04-13	10380	443.09
2012-04-15	10567	300.00
2012-04-16	10719	100.00
2012-04-16	10659	790.00
2012-04-17	10775	636.00
2012-04-23	11475	18.05
2012-04-23	11485	597.00
2012-04-25	11626	203.52
2012-04-27	11777	207.83
2012-04-27	11881	585.00
2012-04-28	11923	754.00
2012-04-29	12055	697.00
2012-04-30	12133	40.90
2012-05-03	12530	45.88
2012-05-04	12558	809.00
2012-05-05	12724	561.00
2012-05-05	12669	609.00
2012-05-05	12721	680.00
2012-05-07	12921	43.92
2012-05-07	12907	170.00
2012-05-10	13321	43.10
2012-05-12	13510	597.00
2012-05-19	14199	105.17
2012-05-24	14645	125.00
2012-05-27	14933	537.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2012-05-28	15097	564.91
2012-05-30	15326	12.45
2012-05-31	15334	681.46
2012-06-03	15630	769.00
2012-06-03	15668	927.00
2012-06-04	15833	657.00
2012-06-04	18280	951.00
2012-06-08	16161	845.00
2012-06-09	16251	858.00
2012-06-11	16403	77.10
2012-06-13	16714	130.00
2012-06-15	16894	208.14
2012-06-19	17372	891.00
2012-06-22	17717	845.00
2012-06-24	17837	31.00
2012-06-24	17849	843.00
2012-06-26	18066	53.70
2012-06-27	18169	409.92
2012-06-27	18238	537.00
2012-06-29	18347	721.00
2012-06-30	18551	585.00
2012-06-30	18452	1,049.00
2012-07-01	18641	20.00
2012-07-01	18585	130.00
2012-07-02	18702	352.95
2012-07-03	18861	22.60
2012-07-03	18769	148.60
2012-07-05	19036	534.00
2012-07-08	19404	55.00
2012-07-08	19332	92.63
2012-07-11	19613	80.00
2012-07-15	20115	348.55
2012-07-16	20217	50.00
2012-07-18	20343	208.70
2012-07-19	20453	665.16
2012-07-20	20668	86.89
2012-07-23	20885	126.60
2012-07-24	21000	202.50
2012-07-24	21031	473.00
2012-07-24	21071	583.00
2012-07-25	21137	150.00
2012-07-27	21311	161.40
2012-07-28	21425	25.00
2012-08-01	21803	93.92
2012-08-05	22256	165.00
2012-08-06	22356	125.00
2012-08-17	23513	93.00
2012-08-25	24413	20.28
2012-08-28	24705	151.40
2012-08-29	24781	825.00
2012-08-30	24988	144.60
2012-08-31	25042	30.00
2012-09-05	25525	500.00
2012-09-05	25503	561.00
2012-09-05	25586	615.00
2012-09-07	25736	559.00
2012-09-08	25862	211.65
2012-09-09	25963	133.00
2012-09-11	26167	126.46

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2012-09-17	26774	757.00
2012-09-18	26924	325.00
2012-09-21	27130	80.00
2012-09-23	27372	753.00
2012-09-24	27510	44.46
2012-09-26	27713	100.00
2012-09-28	27931	100.00
2012-10-07	28795	845.00
2012-10-09	28950	809.00
2012-10-18	29894	397.00
2012-10-21	30157	584.00
2012-10-22	30253	14.89
2012-10-23	30426	164.07
2012-10-24	30555	450.00
2012-10-28	30905	528.80
2012-10-29	30946	159.80
2012-10-30	31079	64.50
2012-10-30	31092	398.50
2012-10-31	31244	30.00
2012-11-01	31281	124.20
2012-11-02	31329	449.01
2012-11-02	31449	766.00
2012-11-03	31470	280.00
2012-11-05	31632	421.00
2012-11-05	31709	537.00
2012-11-15	32684	83.10
2012-11-15	32745	905.00
2012-11-19	33060	1,013.00
2012-11-20	33187	129.00
2012-11-20	33121	818.00
2012-11-23	33379	721.00
2012-11-25	33571	153.80
2012-11-26	33765	180.00
2012-11-26	33762	537.00
2012-11-26	33674	757.00
2012-11-27	33843	100.11
2012-11-28	33981	621.00
2012-12-01	34244	721.00
2012-12-03	34448	559.00
2012-12-04	34564	12.00
2012-12-04	34612	628.00
2012-12-04	34571	833.00
2012-12-07	34895	709.00
2012-12-08	34994	652.00
2012-12-09	35059	464.54
2012-12-10	35194	168.20
2012-12-12	35359	573.00
2012-12-14	35612	129.00
2012-12-14	35632	541.00
2012-12-15	35738	120.78
2012-12-16	35793	65.91
2012-12-16	35770	560.00
2012-12-16	35764	669.00
2012-12-16	35792	771.00
2012-12-17	35973	43.47
2012-12-19	36115	549.00
2012-12-22	36434	278.85
2012-12-24	36606	150.00
2012-12-24	36625	691.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2012-12-25	36811	133.80
2012-12-26	36918	621.00
2012-12-27	36972	70.00
2012-12-27	36968	809.00
2012-12-29	37136	917.00
2012-12-30	37317	50.00
2012-12-30	37233	799.00
2012-12-31	37296	633.00
2012-12-31	37336	681.00
2012-12-31	37306	709.00
2012-12-31	37392	795.00
2013-01-01	104	70.00
2013-01-01	100	317.64
2013-01-01	90	426.31
2013-01-03	319	35.00
2013-01-03	264	129.00
2013-01-03	320	255.90
2013-01-03	273	270.30
2013-01-03	272	449.22
2013-01-03	211	549.00
2013-01-04	317	455.38
2013-01-04	417	633.00
2013-01-05	450	132.83
2013-01-05	475	771.00
2013-01-07	693	64.54
2013-01-07	680	151.84
2013-01-07	665	709.00
2013-01-07	629	797.00
2013-01-07	658	855.00
2013-01-08	780	150.00
2013-01-08	789	809.00
2013-01-09	940	171.00
2013-01-09	853	869.00
2013-01-10	1001	597.00
2013-01-11	1036	67.59
2013-01-11	1199	469.99
2013-01-12	1172	62.77
2013-01-13	1374	41.67
2013-01-13	1393	430.00
2013-01-13	1296	490.68
2013-01-14	1480	168.60
2013-01-14	1439	597.00
2013-01-15	1554	242.66
2013-01-15	1516	280.70
2013-01-15	1599	869.00
2013-01-16	1689	140.00
2013-01-16	1690	573.00
2013-01-16	1736	597.00
2013-01-18	1944	149.88
2013-01-18	1913	545.00
2013-01-18	1951	733.00
2013-01-19	1971	280.00
2013-01-23	2382	250.00
2013-01-23	2413	821.00
2013-01-24	2512	549.00
2013-01-25	2624	845.00
2013-01-26	2766	150.00
2013-01-26	2756	248.46
2013-01-27	2827	857.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-01-28	2985	54.00
2013-01-29	3079	77.49
2013-01-29	3116	597.00
2013-01-29	3089	891.00
2013-01-29	3064	963.00
2013-01-30	3186	47.40
2013-01-30	3241	100.00
2013-01-30	3184	669.00
2013-02-01	3424	549.00
2013-02-01	3390	657.00
2013-02-01	3363	739.00
2013-02-02	3402	752.06
2013-02-02	3460	769.00
2013-02-04	3696	124.20
2013-02-04	3671	138.20
2013-02-04	3750	539.00
2013-02-05	3838	28.00
2013-02-05	3773	124.18
2013-02-05	3764	537.00
2013-02-05	3740	589.51
2013-02-05	3839	597.00
2013-02-06	3863	805.00
2013-02-07	3997	705.00
2013-02-08	4091	139.40
2013-02-08	4087	369.51
2013-02-09	4488	142.60
2013-02-09	4211	861.00
2013-02-10	4317	87.45
2013-02-10	4316	562.00
2013-02-10	4340	797.00
2013-02-10	4387	865.00
2013-02-12	4591	294.40
2013-02-12	4567	997.00
2013-02-13	4723	25.00
2013-02-13	4724	121.80
2013-02-13	4668	190.00
2013-02-13	4690	391.09
2013-02-13	4725	609.00
2013-02-13	4688	733.00
2013-02-13	4655	817.00
2013-02-14	4778	129.80
2013-02-14	4768	160.00
2013-02-14	4820	673.00
2013-02-15	4829	162.57
2013-02-15	4909	893.00
2013-02-15	4876	905.00
2013-02-16	5006	141.80
2013-02-16	4995	203.63
2013-02-17	5080	253.50
2013-02-17	5055	669.00
2013-02-18	5128	150.00
2013-02-18	5193	537.00
2013-02-19	5299	857.00
2013-02-20	5383	194.80
2013-02-20	5477	633.88
2013-02-21	5467	537.00
2013-02-21	5531	855.00
2013-02-21	5532	855.00
2013-02-22	5562	153.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-02-22	5653	893.00
2013-02-23	5786	84.33
2013-02-23	5737	93.83
2013-02-23	5755	163.40
2013-02-24	5829	747.00
2013-02-25	5919	621.00
2013-02-25	5915	771.00
2013-02-26	9552	819.00
2013-02-27	6164	597.00
2013-02-27	6140	783.00
2013-02-28	6249	838.00
2013-03-01	6406	38.84
2013-03-02	6485	150.00
2013-03-03	6526	75.00
2013-03-03	6642	139.40
2013-03-03	6525	537.00
2013-03-03	6643	874.00
2013-03-04	6677	150.00
2013-03-04	6674	354.87
2013-03-04	6705	499.00
2013-03-04	6743	881.00
2013-03-04	6636	889.00
2013-03-05	6814	85.30
2013-03-05	6831	87.73
2013-03-05	6759	89.72
2013-03-05	6768	760.00
2013-03-06	6865	40.96
2013-03-06	6853	649.00
2013-03-06	6880	771.00
2013-03-06	6922	1,033.00
2013-03-07	6964	129.00
2013-03-07	6963	200.00
2013-03-07	6927	469.99
2013-03-07	7010	669.00
2013-03-07	7000	715.00
2013-03-07	6904	917.00
2013-03-09	7251	123.38
2013-03-09	7166	705.00
2013-03-09	7137	817.00
2013-03-10	7285	122.62
2013-03-10	7259	175.84
2013-03-10	7271	213.80
2013-03-10	7274	280.00
2013-03-10	7300	841.00
2013-03-10	7314	845.00
2013-03-11	7408	138.60
2013-03-11	7335	139.40
2013-03-11	7352	254.81
2013-03-11	7370	561.00
2013-03-11	7418	833.00
2013-03-11	7395	1,608.00
2013-03-12	7511	25.00
2013-03-12	7459	585.00
2013-03-12	7490	659.00
2013-03-12	7506	693.00
2013-03-13	7586	88.73
2013-03-13	7653	643.92
2013-03-13	7616	721.00
2013-03-14	7692	64.64

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-03-14	7695	201.08
2013-03-14	7677	473.61
2013-03-14	7719	537.00
2013-03-14	7754	747.00
2013-03-14	7644	783.00
2013-03-14	7648	857.00
2013-03-15	7859	100.00
2013-03-15	7881	585.00
2013-03-15	7761	807.00
2013-03-16	7894	89.58
2013-03-16	7929	204.60
2013-03-16	7898	747.00
2013-03-16	7946	769.00
2013-03-16	7927	881.00
2013-03-17	11113	100.00
2013-03-17	8013	100.00
2013-03-17	7983	200.00
2013-03-17	8043	250.00
2013-03-17	8008	346.25
2013-03-17	8021	609.00
2013-03-17	8019	665.00
2013-03-17	7976	881.00
2013-03-17	8078	929.00
2013-03-18	8072	100.00
2013-03-18	8145	573.00
2013-03-18	8089	797.00
2013-03-18	8104	929.00
2013-03-19	8256	161.00
2013-03-19	8202	280.00
2013-03-19	8275	549.00
2013-03-19	8281	821.00
2013-03-20	8345	100.00
2013-03-20	8339	369.00
2013-03-21	8414	75.64
2013-03-21	8464	83.73
2013-03-21	8398	85.18
2013-03-21	8394	100.00
2013-03-21	8443	100.00
2013-03-21	8486	200.00
2013-03-21	8441	280.00
2013-03-21	8465	681.00
2013-03-21	8479	741.00
2013-03-21	8405	821.00
2013-03-21	8490	831.00
2013-03-21	8392	861.00
2013-03-21	8435	869.00
2013-03-21	8481	888.00
2013-03-21	8420	893.00
2013-03-22	8511	100.00
2013-03-22	8616	122.97
2013-03-22	8470	561.00
2013-03-22	8542	807.00
2013-03-23	8691	377.18
2013-03-23	8675	855.00
2013-03-24	8832	636.41
2013-03-24	8773	989.00
2013-03-25	8869	75.93
2013-03-25	8848	250.00
2013-03-25	8892	403.97

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-03-26	8964	5.67
2013-03-26	9005	40.96
2013-03-26	8944	669.00
2013-03-26	8983	833.00
2013-03-27	9062	40.96
2013-03-27	9182	87.45
2013-03-27	9081	494.67
2013-03-27	9099	673.00
2013-03-27	9071	768.00
2013-03-27	9100	795.00
2013-03-27	9101	869.00
2013-03-27	9186	1,001.00
2013-03-28	9234	125.40
2013-03-28	9129	166.20
2013-03-28	9189	250.00
2013-03-28	9166	500.00
2013-03-28	9120	685.00
2013-03-28	9151	759.00
2013-03-28	9154	819.00
2013-03-28	9231	845.00
2013-03-28	9178	903.00
2013-03-29	12942	340.96
2013-03-29	9296	685.00
2013-03-29	9264	709.00
2013-03-29	9266	771.00
2013-03-29	9255	893.00
2013-03-30	9407	36.10
2013-03-31	9499	20.00
2013-03-31	9498	87.73
2013-03-31	9438	104.32
2013-04-01	9617	549.00
2013-04-01	9635	609.00
2013-04-01	9607	621.00
2013-04-01	9528	795.00
2013-04-01	9558	1,009.00
2013-04-02	9760	87.59
2013-04-02	9705	104.67
2013-04-02	9702	124.20
2013-04-02	9696	144.20
2013-04-02	9694	144.20
2013-04-02	9737	144.20
2013-04-02	9789	160.00
2013-04-02	9783	573.00
2013-04-02	9727	771.00
2013-04-02	9787	855.00
2013-04-03	9965	103.19
2013-04-03	9900	144.62
2013-04-03	9834	150.00
2013-04-03	9847	614.30
2013-04-03	9913	657.00
2013-04-03	9964	673.00
2013-04-03	9914	783.00
2013-04-03	9876	881.00
2013-04-04	9966	41.55
2013-04-04	9929	100.00
2013-04-04	10049	125.00
2013-04-04	9976	150.00
2013-04-04	10034	171.40
2013-04-04	10008	202.14

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-04-04	9973	669.00
2013-04-04	10005	831.00
2013-04-04	9923	855.00
2013-04-04	9998	893.00
2013-04-05	10123	61.54
2013-04-05	10065	86.03
2013-04-05	10103	90.43
2013-04-05	10131	150.00
2013-04-05	10107	645.00
2013-04-05	10056	649.00
2013-04-05	10068	697.00
2013-04-05	10075	809.00
2013-04-05	10052	1,562.00
2013-04-06	10162	280.00
2013-04-06	10229	603.00
2013-04-06	10205	605.00
2013-04-06	10253	867.00
2013-04-06	10165	869.00
2013-04-07	10305	117.00
2013-04-07	10309	150.00
2013-04-07	10231	549.00
2013-04-07	10233	549.00
2013-04-07	10320	575.82
2013-04-07	10311	609.00
2013-04-07	10336	633.00
2013-04-07	10340	831.00
2013-04-07	10339	831.00
2013-04-07	10270	845.00
2013-04-07	10330	929.00
2013-04-08	10401	91.70
2013-04-08	10446	93.12
2013-04-08	10457	104.18
2013-04-08	10404	131.40
2013-04-08	10355	200.00
2013-04-08	10448	549.00
2013-04-08	10403	768.00
2013-04-09	10480	125.00
2013-04-09	10535	141.80
2013-04-09	10491	696.28
2013-04-09	10557	729.00
2013-04-09	10554	881.00
2013-04-10	10646	76.35
2013-04-10	10664	230.03
2013-04-10	10601	230.90
2013-04-10	10576	551.34
2013-04-10	10680	609.00
2013-04-10	10596	609.00
2013-04-11	10724	86.03
2013-04-11	10744	699.00
2013-04-11	10788	797.00
2013-04-12	10799	60.00
2013-04-12	10881	112.20
2013-04-12	10831	747.00
2013-04-13	10934	100.00
2013-04-13	10960	134.60
2013-04-13	10961	144.20
2013-04-13	10945	200.00
2013-04-13	10966	222.70
2013-04-13	10951	661.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-04-13	10999	905.00
2013-04-14	11076	85.32
2013-04-14	11037	87.59
2013-04-14	11057	249.40
2013-04-14	11088	314.69
2013-04-14	11028	464.28
2013-04-14	10991	488.96
2013-04-14	10973	549.00
2013-04-14	11001	573.00
2013-04-14	11083	609.00
2013-04-14	11042	697.00
2013-04-14	10995	794.00
2013-04-14	11063	809.00
2013-04-14	11024	855.00
2013-04-15	11086	76.35
2013-04-15	11121	893.00
2013-04-16	11235	72.38
2013-04-16	11298	195.94
2013-04-16	11255	200.00
2013-04-16	11234	817.15
2013-04-16	11267	997.00
2013-04-17	11336	200.00
2013-04-17	11324	280.00
2013-04-17	11272	597.00
2013-04-17	11335	655.00
2013-04-17	11358	765.00
2013-04-17	11386	833.00
2013-04-18	11413	89.23
2013-04-18	11434	119.40
2013-04-18	11476	129.00
2013-04-18	11462	150.00
2013-04-18	11449	242.70
2013-04-18	11425	280.00
2013-04-18	11473	581.70
2013-04-18	11484	757.00
2013-04-18	11389	759.00
2013-04-18	11451	771.00
2013-04-18	11454	797.00
2013-04-18	11409	855.00
2013-04-19	11570	92.27
2013-04-19	11529	95.11
2013-04-19	11557	100.00
2013-04-19	11498	125.00
2013-04-19	11554	127.13
2013-04-19	11514	143.40
2013-04-19	11470	309.00
2013-04-19	11495	537.00
2013-04-19	11480	573.00
2013-04-19	11515	633.00
2013-04-19	11555	841.00
2013-04-19	11534	845.00
2013-04-20	11650	97.52
2013-04-20	11678	104.89
2013-04-20	11601	123.00
2013-04-20	11600	494.00
2013-04-20	11623	597.00
2013-04-20	11621	809.00
2013-04-20	11685	961.00
2013-04-21	11800	141.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-04-21	11742	573.00
2013-04-21	11689	597.00
2013-04-21	11738	603.00
2013-04-21	11672	681.00
2013-04-21	11732	757.00
2013-04-21	11766	795.00
2013-04-21	11693	819.00
2013-04-21	11734	845.00
2013-04-21	11721	845.00
2013-04-21	11713	905.00
2013-04-22	11852	76.07
2013-04-22	11828	91.85
2013-04-22	11806	100.00
2013-04-22	11842	126.60
2013-04-22	11826	150.00
2013-04-22	11754	150.00
2013-04-22	11838	561.00
2013-04-22	11787	585.00
2013-04-22	11830	807.00
2013-04-22	11821	905.00
2013-04-23	11835	79.62
2013-04-23	11870	86.80
2013-04-23	11955	97.09
2013-04-23	11904	250.00
2013-04-23	11887	549.00
2013-04-23	11901	685.00
2013-04-23	11913	733.00
2013-04-23	11905	795.00
2013-04-23	11915	795.00
2013-04-23	11954	797.00
2013-04-23	11919	797.00
2013-04-23	11929	833.00
2013-04-23	11942	869.00
2013-04-23	11897	877.00
2013-04-23	11874	879.00
2013-04-23	11911	1,037.00
2013-04-24	12006	82.77
2013-04-24	12045	89.40
2013-04-24	12039	136.20
2013-04-24	12058	537.00
2013-04-24	11940	561.00
2013-04-24	11989	585.00
2013-04-24	12012	586.00
2013-04-24	12042	642.56
2013-04-24	11938	669.00
2013-04-24	12048	681.00
2013-04-24	12024	721.00
2013-04-24	12008	809.00
2013-04-24	12060	845.00
2013-04-24	11991	891.00
2013-04-24	12022	893.00
2013-04-25	12107	87.59
2013-04-25	12081	280.00
2013-04-25	12140	537.00
2013-04-25	12098	621.00
2013-04-25	12145	669.20
2013-04-25	12091	685.00
2013-04-25	12118	721.00
2013-04-25	12055	752.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-04-25	12147	769.00
2013-04-25	12129	797.00
2013-04-25	12099	831.00
2013-04-25	12116	869.00
2013-04-25	12041	893.00
2013-04-26	12162	71.82
2013-04-26	12180	673.00
2013-04-26	12193	675.00
2013-04-26	12156	769.00
2013-04-26	12235	845.00
2013-04-26	12151	869.00
2013-04-26	12203	913.00
2013-04-26	12221	927.00
2013-04-26	12197	953.00
2013-04-27	12273	82.77
2013-04-27	12312	85.04
2013-04-27	12323	129.00
2013-04-27	14279	280.00
2013-04-27	12236	325.77
2013-04-27	12212	585.00
2013-04-27	12283	609.00
2013-04-27	13425	648.00
2013-04-27	12228	657.00
2013-04-27	12257	773.00
2013-04-27	12246	818.00
2013-04-27	12248	941.00
2013-04-28	12327	126.97
2013-04-28	12375	171.40
2013-04-28	12384	171.40
2013-04-28	12350	268.04
2013-04-28	12349	299.00
2013-04-28	12339	523.00
2013-04-28	12432	597.00
2013-04-28	12397	609.00
2013-04-28	12324	783.00
2013-04-28	12363	819.00
2013-04-29	12495	19.29
2013-04-29	12426	34.04
2013-04-29	12442	280.00
2013-04-29	12473	597.00
2013-04-29	12483	709.00
2013-04-29	12474	833.00
2013-04-30	12566	85.47
2013-04-30	12505	89.29
2013-04-30	12580	110.00
2013-04-30	12564	807.00
2013-04-30	12577	857.00
2013-04-30	12507	867.00
2013-04-30	17795	893.00
2013-04-30	12567	1,085.00
2013-05-01	12653	31.67
2013-05-01	12654	139.40
2013-05-01	12644	280.00
2013-05-01	12670	287.70
2013-05-01	12658	759.00
2013-05-01	12696	881.00
2013-05-01	12675	929.00
2013-05-02	12780	86.88
2013-05-02	12726	130.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-02	12773	133.80
2013-05-02	12759	280.00
2013-05-02	12766	549.00
2013-05-02	12749	649.00
2013-05-02	13841	681.00
2013-05-02	12768	757.00
2013-05-02	12740	771.00
2013-05-02	12788	809.00
2013-05-02	12769	831.00
2013-05-03	12870	100.00
2013-05-03	12831	100.00
2013-05-03	12815	121.80
2013-05-03	12811	132.27
2013-05-03	12802	537.00
2013-05-03	12810	685.00
2013-05-03	12876	819.00
2013-05-03	12885	843.00
2013-05-03	12867	857.00
2013-05-04	12951	138.60
2013-05-04	13000	549.00
2013-05-04	12990	573.00
2013-05-04	12907	709.00
2013-05-04	13006	721.00
2013-05-04	13015	857.00
2013-05-04	12965	893.00
2013-05-04	13001	905.00
2013-05-05	13069	130.20
2013-05-05	13028	149.40
2013-05-05	12993	681.00
2013-05-05	13079	709.00
2013-05-05	13161	721.00
2013-05-05	13042	781.00
2013-05-05	12998	809.00
2013-05-05	13064	833.00
2013-05-05	13100	869.00
2013-05-06	13116	100.00
2013-05-06	13182	124.20
2013-05-06	13197	129.00
2013-05-06	13188	627.00
2013-05-06	13154	661.00
2013-05-06	13168	697.00
2013-05-06	13180	759.00
2013-05-06	13192	881.00
2013-05-07	13279	35.11
2013-05-07	13248	84.19
2013-05-07	13239	121.80
2013-05-07	13243	125.00
2013-05-07	13251	253.43
2013-05-07	13238	313.86
2013-05-07	13295	753.00
2013-05-07	13267	759.00
2013-05-07	13207	819.00
2013-05-08	13322	62.50
2013-05-08	13338	100.00
2013-05-08	13336	119.40
2013-05-08	13318	119.40
2013-05-08	13385	208.17
2013-05-08	13405	561.00
2013-05-08	13353	561.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-08	13311	597.00
2013-05-08	13382	709.00
2013-05-08	13370	760.00
2013-05-08	13366	771.00
2013-05-08	13367	789.00
2013-05-08	13407	795.00
2013-05-08	13337	840.20
2013-05-09	13524	20.00
2013-05-09	13517	280.00
2013-05-09	13429	385.23
2013-05-09	13411	603.00
2013-05-09	13416	759.00
2013-05-09	13436	759.00
2013-05-10	13539	83.62
2013-05-10	13538	120.60
2013-05-10	13532	126.60
2013-05-10	13536	162.80
2013-05-10	13573	250.00
2013-05-10	13530	250.00
2013-05-10	13564	561.00
2013-05-10	13567	768.00
2013-05-10	13577	783.00
2013-05-10	13598	797.00
2013-05-11	13653	87.59
2013-05-11	13640	90.71
2013-05-11	13649	92.56
2013-05-11	13715	280.00
2013-05-11	13642	291.55
2013-05-11	13673	531.00
2013-05-11	13687	537.00
2013-05-11	13704	541.00
2013-05-11	13705	549.00
2013-05-11	13637	585.00
2013-05-11	13735	601.00
2013-05-11	13733	601.00
2013-05-11	13734	601.00
2013-05-11	13671	697.00
2013-05-11	13608	809.00
2013-05-11	13724	819.00
2013-05-11	13592	841.00
2013-05-11	13669	855.00
2013-05-12	13839	81.92
2013-05-12	13745	100.00
2013-05-12	13809	133.80
2013-05-12	13772	537.00
2013-05-12	13701	809.00
2013-05-12	13762	929.00
2013-05-13	13942	121.80
2013-05-13	13849	125.00
2013-05-13	13926	131.40
2013-05-13	13910	473.00
2013-05-13	13892	537.00
2013-05-13	13823	537.00
2013-05-13	13836	573.00
2013-05-13	13870	633.00
2013-05-13	13894	709.00
2013-05-13	13855	747.00
2013-05-13	13848	831.00
2013-05-13	13888	831.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-13	13858	833.00
2013-05-13	13941	833.00
2013-05-13	13873	929.00
2013-05-14	13993	100.00
2013-05-14	13967	100.00
2013-05-14	14008	150.00
2013-05-14	14003	230.00
2013-05-14	13972	280.00
2013-05-14	13971	591.00
2013-05-14	16398	747.00
2013-05-14	14042	783.00
2013-05-14	13932	797.00
2013-05-14	14010	809.00
2013-05-14	14006	917.00
2013-05-14	14004	1,776.00
2013-05-15	14061	67.47
2013-05-15	14072	70.00
2013-05-15	14050	119.40
2013-05-15	14092	121.77
2013-05-15	14081	121.80
2013-05-15	14016	150.00
2013-05-15	14149	200.00
2013-05-15	14101	549.00
2013-05-15	14108	829.00
2013-05-15	14105	845.00
2013-05-15	14165	869.00
2013-05-15	14082	917.00
2013-05-15	14087	920.00
2013-05-16	14218	18.65
2013-05-16	14239	33.45
2013-05-16	14207	60.00
2013-05-16	14233	85.04
2013-05-16	14227	100.00
2013-05-16	14223	131.10
2013-05-16	14221	139.00
2013-05-16	14198	150.00
2013-05-16	14231	150.00
2013-05-16	14204	176.20
2013-05-16	14170	200.00
2013-05-16	14259	561.00
2013-05-16	14253	561.00
2013-05-16	14177	573.00
2013-05-16	14270	609.00
2013-05-16	14196	632.79
2013-05-16	14238	633.00
2013-05-16	14264	759.00
2013-05-16	14248	769.00
2013-05-16	14169	819.00
2013-05-16	14146	833.00
2013-05-16	14217	833.00
2013-05-16	14258	893.00
2013-05-17	14348	19.22
2013-05-17	14268	42.98
2013-05-17	14333	93.12
2013-05-17	14360	100.00
2013-05-17	14302	121.80
2013-05-17	14367	150.00
2013-05-17	14318	160.00
2013-05-17	14289	561.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-17	14352	771.00
2013-05-17	14366	783.00
2013-05-17	14341	819.00
2013-05-17	14387	857.00
2013-05-18	14424	74.37
2013-05-18	14400	91.85
2013-05-18	14412	100.00
2013-05-18	14492	120.60
2013-05-18	14491	120.60
2013-05-18	14489	122.54
2013-05-18	14480	280.00
2013-05-18	14353	547.00
2013-05-18	14409	609.00
2013-05-18	14422	721.00
2013-05-18	14417	795.00
2013-05-18	14501	807.00
2013-05-18	14364	893.00
2013-05-19	14539	90.43
2013-05-19	14557	100.00
2013-05-19	14662	150.00
2013-05-19	14583	164.50
2013-05-19	14599	409.78
2013-05-19	14500	549.00
2013-05-19	14494	769.00
2013-05-19	14513	833.00
2013-05-19	14475	843.00
2013-05-19	14471	905.00
2013-05-20	14695	86.03
2013-05-20	14646	88.44
2013-05-20	14611	96.73
2013-05-20	14609	119.40
2013-05-20	14680	280.00
2013-05-20	14654	740.06
2013-05-20	14612	833.00
2013-05-21	14767	87.59
2013-05-21	14785	91.99
2013-05-21	14671	96.95
2013-05-21	14809	106.45
2013-05-21	14715	125.00
2013-05-21	14747	150.00
2013-05-21	14799	172.40
2013-05-21	14723	200.00
2013-05-21	14811	280.00
2013-05-21	14699	523.00
2013-05-21	14776	571.00
2013-05-21	14714	597.00
2013-05-21	14697	685.00
2013-05-21	14684	747.00
2013-05-21	14762	841.93
2013-05-21	14789	893.00
2013-05-21	14777	982.00
2013-05-22	14820	100.00
2013-05-22	14861	150.00
2013-05-22	14876	250.00
2013-05-22	14832	280.00
2013-05-22	14836	380.83
2013-05-22	14790	585.00
2013-05-22	14854	756.00
2013-05-22	14883	771.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-23	15050	100.00
2013-05-23	15012	126.60
2013-05-23	14930	280.00
2013-05-23	14991	573.00
2013-05-23	14917	597.00
2013-05-23	14910	633.00
2013-05-23	14942	759.00
2013-05-24	15134	123.00
2013-05-24	15137	133.00
2013-05-24	15155	214.60
2013-05-24	15127	280.00
2013-05-24	15064	280.00
2013-05-24	15045	531.70
2013-05-24	15117	671.00
2013-05-24	15071	721.00
2013-05-24	15116	759.00
2013-05-24	15098	781.00
2013-05-24	15024	821.00
2013-05-24	15030	951.00
2013-05-24	15102	989.00
2013-05-24	15131	1,524.00
2013-05-25	15123	10.00
2013-05-25	15177	19.81
2013-05-25	15160	90.00
2013-05-25	15216	93.26
2013-05-25	18394	100.00
2013-05-25	15196	150.00
2013-05-25	15231	227.30
2013-05-25	15175	433.80
2013-05-25	15188	609.00
2013-05-25	15158	759.00
2013-05-25	15153	821.00
2013-05-25	15194	929.00
2013-05-25	15152	929.00
2013-05-25	15162	965.00
2013-05-26	15240	20.00
2013-05-26	15285	83.34
2013-05-26	15305	84.30
2013-05-26	15312	93.26
2013-05-26	15316	150.00
2013-05-26	15273	220.05
2013-05-26	15278	250.00
2013-05-26	15291	250.59
2013-05-26	15238	280.00
2013-05-26	15215	537.00
2013-05-26	15229	547.00
2013-05-26	15342	549.00
2013-05-26	15288	621.00
2013-05-26	15663	747.00
2013-05-26	15237	783.00
2013-05-26	15265	819.00
2013-05-26	15259	821.00
2013-05-27	15389	20.00
2013-05-27	15426	100.00
2013-05-27	15357	150.00
2013-05-27	15401	178.20
2013-05-27	15410	200.00
2013-05-27	15358	280.00
2013-05-27	15417	429.59

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-27	15405	524.20
2013-05-27	15435	633.00
2013-05-27	15351	771.00
2013-05-27	15400	801.00
2013-05-28	15413	74.44
2013-05-28	15559	136.20
2013-05-28	15423	280.00
2013-05-28	15419	537.00
2013-05-28	15500	561.00
2013-05-28	15440	649.00
2013-05-28	15524	771.00
2013-05-28	15445	809.00
2013-05-29	15632	81.17
2013-05-29	15544	97.52
2013-05-29	15557	168.60
2013-05-29	15543	346.58
2013-05-29	15614	380.32
2013-05-29	15634	505.58
2013-05-29	15550	549.00
2013-05-29	15778	705.00
2013-05-29	15616	747.00
2013-05-29	15638	783.00
2013-05-29	15623	869.00
2013-05-29	15603	903.00
2013-05-29	15628	917.00
2013-05-29	15608	929.00
2013-05-30	15633	85.32
2013-05-30	15704	86.32
2013-05-30	15676	90.85
2013-05-30	15685	94.97
2013-05-30	15669	100.00
2013-05-30	15750	101.91
2013-05-30	15703	125.00
2013-05-30	15745	178.20
2013-05-30	15754	285.23
2013-05-30	15730	511.00
2013-05-30	15740	561.00
2013-05-30	15649	573.00
2013-05-30	15621	597.00
2013-05-30	15643	609.00
2013-05-30	15710	742.35
2013-05-30	15631	781.00
2013-05-30	15689	783.00
2013-05-30	15644	783.00
2013-05-30	15722	809.00
2013-05-30	15651	831.00
2013-05-30	15668	857.00
2013-05-30	15713	939.00
2013-05-31	15831	20.00
2013-05-31	15760	45.00
2013-05-31	15807	82.77
2013-05-31	15787	84.05
2013-05-31	15826	100.00
2013-05-31	15806	119.40
2013-05-31	15738	161.80
2013-05-31	15797	250.00
2013-05-31	15795	561.00
2013-05-31	15779	609.00
2013-05-31	15776	621.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-05-31	15850	621.00
2013-05-31	15798	630.31
2013-05-31	15775	633.00
2013-05-31	15874	639.00
2013-05-31	15866	673.00
2013-05-31	15811	721.00
2013-05-31	15759	807.00
2013-05-31	15862	809.00
2013-05-31	15836	821.00
2013-05-31	15849	833.00
2013-05-31	15817	845.00
2013-05-31	15816	889.00
2013-05-31	15799	915.00
2013-06-01	15925	87.88
2013-06-01	15873	93.55
2013-06-01	15946	104.95
2013-06-01	15838	150.00
2013-06-01	15898	233.00
2013-06-01	15901	253.47
2013-06-01	15871	514.00
2013-06-01	15944	633.00
2013-06-01	15897	649.00
2013-06-01	15906	729.00
2013-06-01	15966	731.00
2013-06-01	15973	783.00
2013-06-01	15959	797.00
2013-06-01	15923	809.00
2013-06-01	15902	905.00
2013-06-01	15968	917.00
2013-06-01	15894	953.00
2013-06-01	15937	1,001.00
2013-06-02	16039	46.80
2013-06-02	16009	88.73
2013-06-02	16042	125.00
2013-06-02	15971	125.00
2013-06-02	16014	170.50
2013-06-02	15985	280.00
2013-06-02	16036	537.00
2013-06-02	15978	537.00
2013-06-02	16041	549.00
2013-06-02	15948	571.00
2013-06-02	16043	585.00
2013-06-02	16058	623.00
2013-06-02	16054	633.00
2013-06-02	16040	633.00
2013-06-02	16012	657.00
2013-06-02	16066	687.00
2013-06-02	16029	697.00
2013-06-02	16038	771.00
2013-06-02	16006	807.00
2013-06-02	15977	821.00
2013-06-02	15989	869.00
2013-06-02	15949	1,023.00
2013-06-03	16113	8.60
2013-06-03	16065	10.00
2013-06-03	16085	84.19
2013-06-03	16087	88.44
2013-06-03	16108	94.26
2013-06-03	16117	96.38

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-03	16103	100.00
2013-06-03	16050	100.00
2013-06-03	16099	125.00
2013-06-03	16105	136.20
2013-06-03	16131	280.00
2013-06-03	16098	280.00
2013-06-03	16136	349.36
2013-06-03	16116	549.00
2013-06-03	16033	585.00
2013-06-03	16083	615.00
2013-06-03	16077	615.00
2013-06-03	16106	621.00
2013-06-03	16104	721.00
2013-06-03	16095	747.00
2013-06-03	16082	759.00
2013-06-03	16089	759.00
2013-06-03	16161	769.00
2013-06-03	16047	783.00
2013-06-03	16156	795.00
2013-06-03	16146	831.00
2013-06-03	16035	843.00
2013-06-03	16097	977.00
2013-06-04	16182	83.91
2013-06-04	16212	84.61
2013-06-04	16173	84.76
2013-06-04	16277	90.00
2013-06-04	16151	91.00
2013-06-04	16233	97.80
2013-06-04	16213	100.00
2013-06-04	16201	100.00
2013-06-04	16208	125.00
2013-06-04	16232	150.00
2013-06-04	16168	175.00
2013-06-04	16172	175.04
2013-06-04	16207	434.09
2013-06-04	16193	633.00
2013-06-04	16270	661.00
2013-06-04	16209	697.00
2013-06-04	16221	697.00
2013-06-04	16241	731.00
2013-06-04	16184	757.00
2013-06-04	16228	795.00
2013-06-04	16174	805.00
2013-06-04	16224	809.00
2013-06-04	16176	821.00
2013-06-04	16200	821.00
2013-06-04	16791	833.00
2013-06-04	16190	845.00
2013-06-04	16225	855.00
2013-06-04	16217	881.00
2013-06-04	16159	905.00
2013-06-04	16218	965.00
2013-06-05	16361	17.09
2013-06-05	16280	81.92
2013-06-05	16297	84.47
2013-06-05	16371	84.84
2013-06-05	16294	86.17
2013-06-05	16258	92.27
2013-06-05	16309	100.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-05	16354	120.21
2013-06-05	16239	131.40
2013-06-05	16316	144.20
2013-06-05	16344	150.00
2013-06-05	16347	151.40
2013-06-05	17005	160.00
2013-06-05	16319	250.00
2013-06-05	16254	433.00
2013-06-05	16283	445.30
2013-06-05	16322	585.00
2013-06-05	16257	585.00
2013-06-05	16256	585.00
2013-06-05	16236	585.00
2013-06-05	16265	669.00
2013-06-05	16305	721.00
2013-06-05	16293	797.00
2013-06-05	17004	797.00
2013-06-05	16302	807.00
2013-06-05	17003	809.00
2013-06-05	16304	831.00
2013-06-05	16279	831.00
2013-06-05	16288	841.00
2013-06-05	16312	869.00
2013-06-06	16404	47.88
2013-06-06	16477	84.76
2013-06-06	16485	92.27
2013-06-06	17248	123.04
2013-06-06	16386	129.00
2013-06-06	16382	150.00
2013-06-06	16448	150.00
2013-06-06	16359	150.00
2013-06-06	16466	184.99
2013-06-06	16358	214.20
2013-06-06	16385	533.27
2013-06-06	16406	549.00
2013-06-06	16470	561.00
2013-06-06	16461	597.00
2013-06-06	16467	608.36
2013-06-06	16407	621.00
2013-06-06	16478	709.00
2013-06-06	16405	759.00
2013-06-06	16437	797.00
2013-06-06	16392	797.00
2013-06-06	16408	809.00
2013-06-06	17250	821.00
2013-06-06	16389	845.00
2013-06-06	16506	898.00
2013-06-06	16486	920.00
2013-06-06	16456	929.00
2013-06-06	16479	958.00
2013-06-06	16394	1,037.00
2013-06-07	16566	27.06
2013-06-07	16551	58.05
2013-06-07	16556	87.17
2013-06-07	16523	87.88
2013-06-07	16488	125.00
2013-06-07	16526	125.40
2013-06-07	16530	250.00
2013-06-07	16505	561.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-07	16498	561.00
2013-06-07	16472	561.00
2013-06-07	16583	585.00
2013-06-07	16528	615.00
2013-06-07	16542	639.00
2013-06-07	16510	657.00
2013-06-07	16527	675.00
2013-06-07	16565	721.00
2013-06-07	16499	745.00
2013-06-07	16463	745.00
2013-06-07	16502	805.00
2013-06-07	16534	819.00
2013-06-07	16569	845.00
2013-06-07	16588	929.00
2013-06-07	16509	953.00
2013-06-08	16654	70.40
2013-06-08	16611	73.23
2013-06-08	16683	85.75
2013-06-08	16631	87.59
2013-06-08	16604	93.12
2013-06-08	16650	125.00
2013-06-08	16618	598.00
2013-06-08	17251	615.00
2013-06-08	16575	691.00
2013-06-08	16574	697.00
2013-06-08	16666	699.00
2013-06-08	16630	721.00
2013-06-08	16576	759.00
2013-06-08	16557	759.00
2013-06-08	16624	771.00
2013-06-08	16562	771.00
2013-06-08	16636	783.00
2013-06-08	16684	807.00
2013-06-08	16615	809.00
2013-06-08	16633	819.00
2013-06-08	16623	843.00
2013-06-08	16652	857.00
2013-06-08	16627	857.00
2013-06-08	16594	881.00
2013-06-08	16645	881.00
2013-06-08	16626	891.00
2013-06-08	16616	989.00
2013-06-08	16600	1,073.00
2013-06-09	16782	72.95
2013-06-09	16681	94.26
2013-06-09	16747	119.40
2013-06-09	16696	131.40
2013-06-09	16700	137.40
2013-06-09	16716	150.00
2013-06-09	16713	150.00
2013-06-09	16705	280.00
2013-06-09	16669	452.96
2013-06-09	16658	473.89
2013-06-09	16659	561.00
2013-06-09	16678	609.00
2013-06-09	16664	831.00
2013-06-09	16670	887.00
2013-06-09	16771	905.00
2013-06-09	16710	939.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-09	16759	941.00
2013-06-09	16772	1,011.00
2013-06-10	16802	50.00
2013-06-10	16788	88.87
2013-06-10	16883	92.13
2013-06-10	16864	129.00
2013-06-10	16805	150.00
2013-06-10	16842	150.00
2013-06-10	16774	150.00
2013-06-10	16806	201.69
2013-06-10	16852	280.00
2013-06-10	16793	306.02
2013-06-10	16789	487.00
2013-06-10	16812	507.94
2013-06-10	16888	537.00
2013-06-10	16850	537.00
2013-06-10	16841	561.00
2013-06-10	16902	561.00
2013-06-10	16768	573.00
2013-06-10	16844	573.00
2013-06-10	16875	585.00
2013-06-10	16901	599.00
2013-06-10	16865	645.00
2013-06-10	16811	669.00
2013-06-10	16887	733.00
2013-06-10	16857	747.00
2013-06-10	16876	747.00
2013-06-10	16807	793.00
2013-06-10	16861	817.00
2013-06-10	16814	821.00
2013-06-10	16795	833.00
2013-06-10	16840	903.00
2013-06-10	16785	951.00
2013-06-11	16974	86.60
2013-06-11	16982	89.15
2013-06-11	16978	100.00
2013-06-11	16964	129.00
2013-06-11	16962	129.00
2013-06-11	16998	150.00
2013-06-11	16904	150.00
2013-06-11	16954	150.00
2013-06-11	16992	200.00
2013-06-11	17474	200.00
2013-06-11	16990	549.00
2013-06-11	16959	549.00
2013-06-11	16930	609.00
2013-06-11	16928	657.00
2013-06-11	16966	681.00
2013-06-11	16927	783.00
2013-06-11	16932	783.00
2013-06-11	16925	819.00
2013-06-11	16991	821.00
2013-06-11	16871	855.00
2013-06-11	16912	881.00
2013-06-11	16986	927.00
2013-06-11	16945	1,033.00
2013-06-11	16918	1,275.00
2013-06-12	17069	84.76
2013-06-12	17081	86.88

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-12	17073	150.00
2013-06-12	17051	200.00
2013-06-12	17062	280.00
2013-06-12	17166	280.00
2013-06-12	17000	280.00
2013-06-12	17038	526.92
2013-06-12	17097	561.00
2013-06-12	16983	587.00
2013-06-12	16987	621.00
2013-06-12	16973	645.00
2013-06-12	17077	673.00
2013-06-12	17049	697.00
2013-06-12	16994	697.00
2013-06-12	17163	717.00
2013-06-12	17109	807.00
2013-06-12	17013	817.78
2013-06-12	17085	819.00
2013-06-12	17040	819.00
2013-06-12	17107	819.00
2013-06-12	17106	821.00
2013-06-12	17060	821.00
2013-06-12	17039	821.00
2013-06-12	17059	831.00
2013-06-12	17065	845.00
2013-06-12	17101	937.00
2013-06-12	17031	1,025.00
2013-06-13	17178	20.00
2013-06-13	17142	73.94
2013-06-13	17203	81.92
2013-06-13	17153	85.47
2013-06-13	17201	85.75
2013-06-13	17098	85.89
2013-06-13	17192	93.41
2013-06-13	17155	102.06
2013-06-13	17227	115.80
2013-06-13	17157	125.00
2013-06-13	17147	150.00
2013-06-13	17229	150.00
2013-06-13	17130	151.84
2013-06-13	17188	254.34
2013-06-13	17210	280.00
2013-06-13	17135	351.81
2013-06-13	17222	579.00
2013-06-13	17112	745.00
2013-06-13	17209	805.00
2013-06-13	17141	857.00
2013-06-13	17167	869.00
2013-06-13	17145	893.00
2013-06-13	17144	929.00
2013-06-13	17199	953.00
2013-06-14	17256	69.69
2013-06-14	17365	75.93
2013-06-14	17308	86.17
2013-06-14	17305	86.60
2013-06-14	17312	100.00
2013-06-14	17281	133.40
2013-06-14	17236	150.00
2013-06-14	17243	200.00
2013-06-14	17259	200.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-14	17290	250.00
2013-06-14	17239	488.97
2013-06-14	17288	523.00
2013-06-14	17238	549.00
2013-06-14	17223	561.00
2013-06-14	17254	585.00
2013-06-14	17258	585.00
2013-06-14	17353	597.00
2013-06-14	17323	621.00
2013-06-14	17314	669.60
2013-06-14	17282	673.00
2013-06-14	17212	708.00
2013-06-14	17328	717.00
2013-06-14	17367	745.00
2013-06-14	17235	747.00
2013-06-14	17260	783.00
2013-06-14	17268	797.00
2013-06-14	17274	807.00
2013-06-14	17338	807.00
2013-06-14	17362	833.00
2013-06-14	17319	857.00
2013-06-14	17242	857.00
2013-06-14	17300	857.00
2013-06-14	17350	865.00
2013-06-14	17344	869.00
2013-06-14	17267	869.00
2013-06-14	17329	893.00
2013-06-14	17221	903.00
2013-06-15	17404	69.97
2013-06-15	17340	82.77
2013-06-15	17492	83.91
2013-06-15	17894	84.19
2013-06-15	17413	84.33
2013-06-15	17448	89.15
2013-06-15	17385	90.00
2013-06-15	17426	91.14
2013-06-15	17387	103.38
2013-06-15	17464	129.00
2013-06-15	17348	150.00
2013-06-15	17420	150.00
2013-06-15	17429	185.44
2013-06-15	17444	200.00
2013-06-15	17407	200.00
2013-06-15	17399	268.04
2013-06-15	17432	351.81
2013-06-15	17416	359.78
2013-06-15	17333	549.00
2013-06-15	17334	585.00
2013-06-15	17463	645.00
2013-06-15	17891	693.00
2013-06-15	17419	697.00
2013-06-15	17412	707.00
2013-06-15	17393	741.00
2013-06-15	17435	747.00
2013-06-15	17371	759.00
2013-06-15	17438	771.00
2013-06-15	17392	771.00
2013-06-15	17372	797.00
2013-06-15	17899	797.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-15	17897	821.00
2013-06-15	17375	821.00
2013-06-15	17381	833.00
2013-06-15	17430	845.00
2013-06-15	17369	845.00
2013-06-16	17905	90.00
2013-06-16	17536	96.10
2013-06-16	17526	150.00
2013-06-16	17487	150.00
2013-06-16	17545	250.00
2013-06-16	17506	469.99
2013-06-16	17475	537.00
2013-06-16	17461	585.00
2013-06-16	17908	629.85
2013-06-16	17480	721.00
2013-06-16	17521	733.00
2013-06-16	17449	759.00
2013-06-16	17542	797.00
2013-06-16	17513	801.00
2013-06-16	17442	821.00
2013-06-16	17909	831.00
2013-06-16	17511	833.00
2013-06-16	17490	845.00
2013-06-16	17530	845.00
2013-06-16	17443	845.00
2013-06-16	17904	867.00
2013-06-16	17522	881.00
2013-06-16	17497	941.00
2013-06-16	17433	963.00
2013-06-16	17577	985.00
2013-06-17	17617	85.75
2013-06-17	17622	86.17
2013-06-17	17645	87.31
2013-06-17	17602	87.59
2013-06-17	17586	124.20
2013-06-17	17618	150.00
2013-06-17	17677	150.00
2013-06-17	17653	280.00
2013-06-17	17609	537.00
2013-06-17	17600	549.00
2013-06-17	17644	549.00
2013-06-17	17676	549.00
2013-06-17	17627	549.00
2013-06-17	17584	561.00
2013-06-17	17562	597.00
2013-06-17	17647	621.00
2013-06-17	17652	645.00
2013-06-17	17628	657.00
2013-06-17	17605	669.00
2013-06-17	17594	669.00
2013-06-17	17643	717.00
2013-06-17	17615	757.00
2013-06-17	17646	771.00
2013-06-17	17593	809.00
2013-06-17	17685	819.00
2013-06-17	17662	821.00
2013-06-17	17638	825.00
2013-06-17	17633	881.00
2013-06-17	17687	893.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-17	17657	1,013.00
2013-06-17	17574	1,033.00
2013-06-18	17710	6.00
2013-06-18	17775	54.87
2013-06-18	17719	84.61
2013-06-18	17724	100.00
2013-06-18	17757	200.00
2013-06-18	17741	250.00
2013-06-18	17702	280.00
2013-06-18	17705	329.29
2013-06-18	17761	439.24
2013-06-18	17666	573.00
2013-06-18	17707	597.00
2013-06-18	17667	669.00
2013-06-18	17734	807.00
2013-06-18	17698	819.00
2013-06-18	17731	821.00
2013-06-18	17672	845.00
2013-06-18	17728	857.00
2013-06-18	17732	893.00
2013-06-18	17699	951.00
2013-06-18	17769	1,311.00
2013-06-19	17811	20.00
2013-06-19	17856	82.63
2013-06-19	17917	100.00
2013-06-19	17844	121.00
2013-06-19	17855	124.20
2013-06-19	17778	200.00
2013-06-19	17767	219.60
2013-06-19	17784	250.00
2013-06-19	17840	280.00
2013-06-19	17865	297.00
2013-06-19	17825	549.00
2013-06-19	17890	573.00
2013-06-19	17884	633.00
2013-06-19	17831	669.00
2013-06-19	17782	685.00
2013-06-19	17863	747.00
2013-06-19	17862	793.00
2013-06-19	17788	795.00
2013-06-19	17852	857.00
2013-06-19	17773	913.00
2013-06-19	17776	929.00
2013-06-19	17866	977.00
2013-06-20	17982	20.00
2013-06-20	17940	75.50
2013-06-20	17929	85.50
2013-06-20	18008	88.87
2013-06-20	17957	92.56
2013-06-20	17914	125.00
2013-06-20	17971	150.00
2013-06-20	17983	183.40
2013-06-20	18015	217.45
2013-06-20	17975	280.00
2013-06-20	17922	458.48
2013-06-20	18003	573.00
2013-06-20	17962	621.00
2013-06-20	17942	657.00
2013-06-20	17861	669.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-20	17887	697.00
2013-06-20	17882	709.00
2013-06-20	17881	709.00
2013-06-20	18014	733.00
2013-06-20	17912	783.00
2013-06-20	18018	795.00
2013-06-20	17960	831.00
2013-06-20	17970	869.00
2013-06-20	18331	869.00
2013-06-20	17877	869.00
2013-06-20	17936	949.00
2013-06-20	17987	953.00
2013-06-20	17991	965.00
2013-06-21	18038	91.70
2013-06-21	18079	195.72
2013-06-21	18087	200.00
2013-06-21	18076	250.00
2013-06-21	18089	345.80
2013-06-21	18065	585.00
2013-06-21	18130	633.00
2013-06-21	18026	633.00
2013-06-21	18047	645.00
2013-06-21	18109	657.00
2013-06-21	18120	747.00
2013-06-21	18058	769.00
2013-06-21	18031	771.00
2013-06-21	18063	783.00
2013-06-21	18046	795.00
2013-06-21	18004	809.00
2013-06-21	18077	821.00
2013-06-21	18069	843.00
2013-06-21	18108	843.00
2013-06-21	18054	857.00
2013-06-21	18105	869.00
2013-06-21	18041	881.00
2013-06-21	18095	893.00
2013-06-21	18073	929.00
2013-06-22	18141	72.58
2013-06-22	18188	100.00
2013-06-22	18129	101.41
2013-06-22	18152	114.60
2013-06-22	18165	121.80
2013-06-22	18103	129.91
2013-06-22	18137	478.00
2013-06-22	18149	499.45
2013-06-22	18222	549.00
2013-06-22	18248	561.00
2013-06-22	18221	585.00
2013-06-22	18158	717.00
2013-06-22	18177	771.00
2013-06-22	18189	783.00
2013-06-22	18169	819.00
2013-06-22	18115	819.00
2013-06-22	18163	833.00
2013-06-22	18228	869.00
2013-06-22	18199	881.00
2013-06-22	18197	893.00
2013-06-22	18187	917.00
2013-06-22	18151	953.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-22	18122	959.00
2013-06-23	18282	40.00
2013-06-23	18316	61.60
2013-06-23	18254	90.85
2013-06-23	18265	90.85
2013-06-23	18284	94.68
2013-06-23	18309	114.31
2013-06-23	18261	125.00
2013-06-23	18332	126.60
2013-06-23	18213	150.00
2013-06-23	18268	254.69
2013-06-23	18260	280.00
2013-06-23	18211	280.00
2013-06-23	18251	285.54
2013-06-23	18285	537.00
2013-06-23	18224	549.00
2013-06-23	18276	573.00
2013-06-23	18205	603.00
2013-06-23	18247	603.00
2013-06-23	18275	633.00
2013-06-23	18305	649.00
2013-06-23	18203	757.00
2013-06-23	18281	759.00
2013-06-23	18258	771.00
2013-06-23	18321	771.00
2013-06-23	18252	777.00
2013-06-23	18253	783.00
2013-06-23	18217	809.00
2013-06-23	18315	833.00
2013-06-23	18318	893.00
2013-06-23	18227	953.00
2013-06-23	18263	977.00
2013-06-23	18319	989.00
2013-06-24	18431	50.00
2013-06-24	18403	88.44
2013-06-24	18297	90.57
2013-06-24	18356	98.10
2013-06-24	18368	150.00
2013-06-24	18358	166.60
2013-06-24	18359	200.00
2013-06-24	18372	250.00
2013-06-24	18352	280.00
2013-06-24	18427	473.79
2013-06-24	18373	561.00
2013-06-24	18334	697.00
2013-06-24	18392	747.00
2013-06-24	18351	747.00
2013-06-24	18302	783.00
2013-06-24	18346	797.00
2013-06-24	18367	797.00
2013-06-24	18345	797.00
2013-06-24	18423	821.00
2013-06-24	18353	845.00
2013-06-24	18414	855.00
2013-06-24	18425	857.00
2013-06-24	18370	905.00
2013-06-25	18508	71.53
2013-06-25	18500	90.85
2013-06-25	18456	150.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-25	18432	160.00
2013-06-25	18459	184.99
2013-06-25	18488	365.79
2013-06-25	18481	374.51
2013-06-25	18401	585.00
2013-06-25	18511	597.00
2013-06-25	18435	681.00
2013-06-25	18467	697.00
2013-06-25	18490	747.00
2013-06-25	18450	797.00
2013-06-25	18491	809.00
2013-06-25	18471	821.00
2013-06-25	18449	869.00
2013-06-25	18720	893.00
2013-06-25	18498	905.00
2013-06-26	18538	20.00
2013-06-26	18570	36.94
2013-06-26	18529	92.27
2013-06-26	18575	100.00
2013-06-26	18548	413.64
2013-06-26	18564	549.00
2013-06-26	18565	561.00
2013-06-26	18536	609.00
2013-06-26	18549	623.22
2013-06-26	18558	637.00
2013-06-26	18589	708.00
2013-06-26	18574	733.00
2013-06-26	18583	734.00
2013-06-26	18607	771.00
2013-06-26	18492	783.00
2013-06-26	18535	783.00
2013-06-26	18610	833.00
2013-06-26	18604	833.00
2013-06-26	18553	855.00
2013-06-26	18495	869.00
2013-06-26	18527	881.00
2013-06-26	18584	913.00
2013-06-26	18603	917.00
2013-06-26	18586	1,081.00
2013-06-27	18651	70.54
2013-06-27	18670	83.20
2013-06-27	18705	86.46
2013-06-27	18666	96.10
2013-06-27	18617	100.00
2013-06-27	18635	100.00
2013-06-27	18682	150.00
2013-06-27	18674	153.00
2013-06-27	18679	404.87
2013-06-27	18616	549.00
2013-06-27	18677	597.00
2013-06-27	18763	637.00
2013-06-27	18613	656.40
2013-06-27	18701	721.00
2013-06-27	18661	729.00
2013-06-27	18593	757.00
2013-06-27	18625	759.00
2013-06-27	18644	795.00
2013-06-27	18659	843.00
2013-06-27	18694	855.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-27	18678	929.00
2013-06-28	18735	51.40
2013-06-28	18799	74.65
2013-06-28	18708	87.17
2013-06-28	18784	100.00
2013-06-28	18786	150.00
2013-06-28	18920	200.00
2013-06-28	18749	280.00
2013-06-28	18752	359.78
2013-06-28	18689	549.00
2013-06-28	18764	621.00
2013-06-28	18697	633.00
2013-06-28	18703	771.00
2013-06-28	18772	797.00
2013-06-28	18770	833.00
2013-06-28	18908	845.00
2013-06-28	18792	877.00
2013-06-28	18692	1,001.00
2013-06-29	18873	70.68
2013-06-29	18856	77.06
2013-06-29	18852	86.32
2013-06-29	18836	100.00
2013-06-29	18831	121.80
2013-06-29	18962	150.00
2013-06-29	18829	150.00
2013-06-29	18847	150.00
2013-06-29	18796	200.00
2013-06-29	18857	250.00
2013-06-29	18833	280.00
2013-06-29	18872	280.00
2013-06-29	19249	475.77
2013-06-29	18889	523.00
2013-06-29	18935	537.00
2013-06-29	18884	633.00
2013-06-29	18868	681.00
2013-06-29	18820	795.00
2013-06-29	18864	797.00
2013-06-29	19250	843.00
2013-06-29	18823	857.00
2013-06-29	18815	867.00
2013-06-29	18837	869.00
2013-06-29	18901	905.00
2013-06-29	18802	965.00
2013-06-29	18774	977.00
2013-06-30	18988	83.60
2013-06-30	19247	84.44
2013-06-30	18967	173.00
2013-06-30	18957	201.68
2013-06-30	18948	280.00
2013-06-30	19246	309.99
2013-06-30	18994	499.00
2013-06-30	18968	561.00
2013-06-30	18999	573.00
2013-06-30	19022	573.00
2013-06-30	19000	609.00
2013-06-30	19031	621.40
2013-06-30	18987	631.00
2013-06-30	18912	645.00
2013-06-30	18894	659.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-06-30	18984	673.00
2013-06-30	18995	705.00
2013-06-30	18973	721.00
2013-06-30	18916	809.00
2013-06-30	19026	817.00
2013-06-30	19251	819.00
2013-06-30	18993	819.00
2013-06-30	18902	843.00
2013-06-30	18947	845.00
2013-06-30	19002	927.00
2013-06-30	18903	973.00
2013-06-30	18955	1,025.00
2013-07-01	18996	8.60
2013-07-01	19056	20.00
2013-07-01	19046	32.44
2013-07-01	19153	87.02
2013-07-01	19055	88.16
2013-07-01	19077	88.87
2013-07-01	19045	92.41
2013-07-01	19125	131.67
2013-07-01	19157	150.00
2013-07-01	19114	150.00
2013-07-01	19129	150.00
2013-07-01	19075	175.80
2013-07-01	19154	537.00
2013-07-01	19038	561.00
2013-07-01	19099	609.00
2013-07-01	19039	609.00
2013-07-01	19040	609.00
2013-07-01	19012	621.00
2013-07-01	19106	671.00
2013-07-01	19145	733.00
2013-07-01	19079	783.00
2013-07-01	19073	809.00
2013-07-01	19146	821.00
2013-07-01	19118	845.00
2013-07-01	19091	848.00
2013-07-01	19028	857.00
2013-07-01	19088	879.00
2013-07-01	19100	929.00
2013-07-01	19018	965.00
2013-07-01	19334	1,037.00
2013-07-02	19238	20.00
2013-07-02	19196	92.70
2013-07-02	19231	106.10
2013-07-02	19161	150.00
2013-07-02	19150	190.13
2013-07-02	19163	280.00
2013-07-02	19182	561.00
2013-07-02	19142	561.00
2013-07-02	19133	573.00
2013-07-02	19151	573.00
2013-07-02	19194	733.00
2013-07-02	19164	745.00
2013-07-02	19135	745.00
2013-07-02	19165	783.00
2013-07-02	19144	795.00
2013-07-02	19225	807.00
2013-07-02	19132	831.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-02	19175	833.00
2013-07-02	22390	845.00
2013-07-02	19159	855.00
2013-07-02	19199	879.00
2013-07-02	19127	891.00
2013-07-02	19203	917.00
2013-07-02	19185	973.00
2013-07-02	19232	989.00
2013-07-02	19174	1,097.00
2013-07-03	19331	82.17
2013-07-03	19267	100.00
2013-07-03	19280	100.00
2013-07-03	19757	125.00
2013-07-03	19296	136.20
2013-07-03	19262	150.00
2013-07-03	19221	150.00
2013-07-03	19258	156.20
2013-07-03	19329	200.00
2013-07-03	19269	201.22
2013-07-03	19293	395.00
2013-07-03	19320	537.00
2013-07-03	19987	555.00
2013-07-03	19316	597.00
2013-07-03	19259	649.00
2013-07-03	19289	741.00
2013-07-03	19309	745.00
2013-07-03	19746	795.00
2013-07-03	22270	797.00
2013-07-03	21539	809.00
2013-07-03	19298	817.00
2013-07-03	19756	821.00
2013-07-03	19326	833.00
2013-07-03	19294	843.00
2013-07-03	19277	881.00
2013-07-03	19308	893.00
2013-07-03	22388	905.00
2013-07-03	19257	929.00
2013-07-03	22522	989.00
2013-07-04	19401	83.48
2013-07-04	19338	103.42
2013-07-04	19760	121.80
2013-07-04	19410	141.00
2013-07-04	19753	150.00
2013-07-04	19353	150.00
2013-07-04	19390	150.00
2013-07-04	19357	549.00
2013-07-04	19432	549.00
2013-07-04	19345	549.00
2013-07-04	19373	597.00
2013-07-04	19411	601.00
2013-07-04	19407	601.00
2013-07-04	19397	609.00
2013-07-04	19325	747.00
2013-07-04	19310	769.00
2013-07-04	19349	793.00
2013-07-04	19377	809.00
2013-07-04	19379	867.00
2013-07-04	19415	881.00
2013-07-04	19468	893.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-04	19430	1,023.00
2013-07-05	19448	20.00
2013-07-05	19523	85.95
2013-07-05	19476	93.97
2013-07-05	19505	100.00
2013-07-05	19483	119.40
2013-07-05	19478	120.60
2013-07-05	19447	141.60
2013-07-05	19563	280.00
2013-07-05	19405	349.96
2013-07-05	19470	366.31
2013-07-05	19474	451.72
2013-07-05	19613	511.00
2013-07-05	19459	561.00
2013-07-05	19458	561.00
2013-07-05	19499	591.00
2013-07-05	19480	597.00
2013-07-05	19479	603.00
2013-07-05	19504	609.00
2013-07-05	19526	669.00
2013-07-05	19423	709.00
2013-07-05	19517	721.00
2013-07-05	19525	757.00
2013-07-05	19422	797.00
2013-07-05	19426	809.00
2013-07-05	19452	828.00
2013-07-05	19418	831.00
2013-07-05	19489	833.00
2013-07-05	19500	843.00
2013-07-05	19509	845.00
2013-07-05	19477	855.00
2013-07-05	19419	881.00
2013-07-05	19484	893.00
2013-07-05	19501	893.00
2013-07-05	19396	915.00
2013-07-06	19562	20.00
2013-07-06	19522	20.00
2013-07-06	19647	87.45
2013-07-06	19611	125.00
2013-07-06	19551	171.00
2013-07-06	19648	573.00
2013-07-06	19646	585.00
2013-07-06	19605	633.00
2013-07-06	19588	661.00
2013-07-06	19610	685.00
2013-07-06	19557	721.00
2013-07-06	19650	747.00
2013-07-06	19535	759.00
2013-07-06	19578	771.00
2013-07-06	19529	789.00
2013-07-06	19614	793.00
2013-07-06	19609	795.00
2013-07-06	19599	809.00
2013-07-06	19550	843.00
2013-07-06	19589	881.00
2013-07-06	19543	881.00
2013-07-07	19729	48.44
2013-07-07	19743	70.26
2013-07-07	19662	76.78

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-07	19673	84.61
2013-07-07	19731	84.76
2013-07-07	19710	103.33
2013-07-07	19677	126.45
2013-07-07	19687	145.40
2013-07-07	19684	150.00
2013-07-07	19616	537.00
2013-07-07	19640	549.00
2013-07-07	19645	573.00
2013-07-07	19656	621.00
2013-07-07	19651	697.00
2013-07-07	19676	747.00
2013-07-07	19638	757.00
2013-07-07	19632	797.00
2013-07-07	19728	797.00
2013-07-07	19674	809.00
2013-07-07	19734	831.00
2013-07-07	19735	831.00
2013-07-07	19668	857.00
2013-07-07	19703	917.00
2013-07-07	19744	939.00
2013-07-08	19814	89.72
2013-07-08	19860	101.35
2013-07-08	19755	150.00
2013-07-08	19967	158.76
2013-07-08	19780	222.21
2013-07-08	19871	537.00
2013-07-08	19886	549.00
2013-07-08	19847	573.00
2013-07-08	19854	609.00
2013-07-08	19788	609.00
2013-07-08	19875	639.00
2013-07-08	19790	659.00
2013-07-08	19867	669.00
2013-07-08	19829	697.00
2013-07-08	19877	699.40
2013-07-08	19864	745.00
2013-07-08	19843	783.00
2013-07-08	19887	801.00
2013-07-08	19741	819.00
2013-07-08	19811	821.00
2013-07-08	19800	821.00
2013-07-08	19868	845.00
2013-07-08	19834	855.00
2013-07-08	19840	857.00
2013-07-09	19975	55.03
2013-07-09	19925	100.00
2013-07-09	19916	100.00
2013-07-09	19949	100.00
2013-07-09	19974	110.00
2013-07-09	19915	111.97
2013-07-09	19914	162.00
2013-07-09	19898	163.80
2013-07-09	19890	200.00
2013-07-09	19957	573.00
2013-07-09	19944	681.00
2013-07-09	19926	809.00
2013-07-09	19922	831.00
2013-07-09	19935	833.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-09	19933	855.00
2013-07-09	19918	857.00
2013-07-09	19895	869.00
2013-07-09	19972	881.00
2013-07-09	19941	903.00
2013-07-09	19923	905.00
2013-07-10	20030	87.59
2013-07-10	20059	88.87
2013-07-10	20040	95.25
2013-07-10	20006	150.00
2013-07-10	20028	150.00
2013-07-10	20013	200.00
2013-07-10	20034	280.00
2013-07-10	20050	549.00
2013-07-10	19996	549.00
2013-07-10	19997	821.00
2013-07-10	19963	857.00
2013-07-10	20005	867.00
2013-07-10	20001	951.00
2013-07-11	20155	25.00
2013-07-11	20137	87.45
2013-07-11	20091	96.10
2013-07-11	20061	99.52
2013-07-11	20098	135.00
2013-07-11	20144	150.00
2013-07-11	20119	229.99
2013-07-11	20135	280.00
2013-07-11	20143	280.00
2013-07-11	20152	561.00
2013-07-11	20151	585.00
2013-07-11	20062	597.00
2013-07-11	20164	609.00
2013-07-11	20129	633.00
2013-07-11	20117	645.00
2013-07-11	20112	795.00
2013-07-11	20130	809.00
2013-07-11	20140	809.00
2013-07-11	20132	879.00
2013-07-11	20163	889.00
2013-07-12	20156	82.63
2013-07-12	20190	87.17
2013-07-12	20231	88.87
2013-07-12	20255	90.14
2013-07-12	20258	94.08
2013-07-12	20189	94.26
2013-07-12	20229	97.80
2013-07-12	20206	100.00
2013-07-12	20177	100.00
2013-07-12	20195	100.00
2013-07-12	20204	141.00
2013-07-12	20260	145.16
2013-07-12	20233	150.00
2013-07-12	20210	561.00
2013-07-12	20245	573.00
2013-07-12	20185	657.00
2013-07-12	20234	657.24
2013-07-12	20160	721.00
2013-07-12	20254	733.00
2013-07-12	20256	745.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-12	20280	747.00
2013-07-12	20197	747.00
2013-07-12	20188	771.00
2013-07-12	20220	783.00
2013-07-12	20198	783.00
2013-07-12	20228	809.00
2013-07-12	20257	819.00
2013-07-12	20176	821.00
2013-07-12	20281	833.00
2013-07-12	20149	845.00
2013-07-12	20243	857.00
2013-07-12	20230	862.00
2013-07-12	20232	905.00
2013-07-12	20213	941.00
2013-07-12	20261	1,083.00
2013-07-13	20399	87.59
2013-07-13	20350	87.59
2013-07-13	20331	92.56
2013-07-13	20274	93.55
2013-07-13	20315	100.00
2013-07-13	20236	126.60
2013-07-13	20349	128.95
2013-07-13	20420	200.00
2013-07-13	20405	200.00
2013-07-13	20264	250.00
2013-07-13	20340	289.00
2013-07-13	20360	561.00
2013-07-13	20328	580.35
2013-07-13	20397	585.00
2013-07-13	20259	593.27
2013-07-13	20364	597.00
2013-07-13	20273	597.00
2013-07-13	20271	609.00
2013-07-13	20278	609.00
2013-07-13	20358	611.00
2013-07-13	20334	633.00
2013-07-13	20265	633.00
2013-07-13	20263	645.00
2013-07-13	20366	645.00
2013-07-13	20386	745.00
2013-07-13	20307	747.00
2013-07-13	20326	783.00
2013-07-13	20283	831.00
2013-07-13	20322	831.00
2013-07-13	20320	857.00
2013-07-13	20308	869.00
2013-07-13	20330	869.00
2013-07-13	20351	879.00
2013-07-13	20325	879.00
2013-07-14	20414	45.82
2013-07-14	20393	69.97
2013-07-14	20413	86.46
2013-07-14	20408	93.69
2013-07-14	20426	109.71
2013-07-14	20469	127.11
2013-07-14	20371	150.00
2013-07-14	20483	150.00
2013-07-14	20480	280.00
2013-07-14	20495	549.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-14	20456	561.00
2013-07-14	20409	573.00
2013-07-14	20482	581.00
2013-07-14	20473	585.00
2013-07-14	20380	585.00
2013-07-14	20475	597.00
2013-07-14	20381	609.00
2013-07-14	20392	683.00
2013-07-14	20493	708.00
2013-07-14	20490	769.00
2013-07-14	20450	771.00
2013-07-14	20429	809.00
2013-07-14	20433	845.00
2013-07-14	20419	865.00
2013-07-14	20432	869.00
2013-07-14	20476	905.00
2013-07-14	20394	958.00
2013-07-14	20449	1,008.00
2013-07-14	20464	1,011.00
2013-07-15	20499	72.10
2013-07-15	20576	80.75
2013-07-15	20571	87.59
2013-07-15	20522	100.00
2013-07-15	20563	100.50
2013-07-15	20572	138.60
2013-07-15	20504	200.00
2013-07-15	20543	430.22
2013-07-15	20502	573.00
2013-07-15	20520	585.00
2013-07-15	20612	597.00
2013-07-15	20512	597.00
2013-07-15	20491	611.00
2013-07-15	20516	621.00
2013-07-15	20503	635.00
2013-07-15	20523	669.00
2013-07-15	20565	733.00
2013-07-15	20536	769.00
2013-07-15	20550	821.00
2013-07-15	20556	833.00
2013-07-15	20585	843.00
2013-07-15	20609	845.00
2013-07-15	20591	845.00
2013-07-15	20541	881.00
2013-07-15	20551	903.00
2013-07-16	20719	84.58
2013-07-16	20632	86.99
2013-07-16	20674	96.95
2013-07-16	20662	100.00
2013-07-16	20675	116.09
2013-07-16	20667	146.20
2013-07-16	20635	180.60
2013-07-16	20638	200.00
2013-07-16	20593	216.30
2013-07-16	20637	243.40
2013-07-16	20622	280.00
2013-07-16	20680	451.63
2013-07-16	20586	759.00
2013-07-16	20606	769.00
2013-07-16	20671	771.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-16	20610	821.00
2013-07-16	20650	831.00
2013-07-16	20720	869.00
2013-07-16	20715	898.00
2013-07-16	20689	977.00
2013-07-16	20621	1,017.00
2013-07-16	20604	1,392.00
2013-07-17	20807	72.53
2013-07-17	20835	82.63
2013-07-17	20735	100.00
2013-07-17	20848	100.00
2013-07-17	20759	105.03
2013-07-17	20778	150.00
2013-07-17	20794	150.00
2013-07-17	20708	152.60
2013-07-17	20786	280.00
2013-07-17	20774	330.32
2013-07-17	20686	346.50
2013-07-17	20803	537.00
2013-07-17	20842	573.00
2013-07-17	20853	649.00
2013-07-17	20783	661.00
2013-07-17	20695	709.00
2013-07-17	20851	721.00
2013-07-17	20751	747.00
2013-07-17	20757	771.00
2013-07-17	20845	783.00
2013-07-17	20806	809.00
2013-07-17	20804	809.00
2013-07-17	20736	833.00
2013-07-17	20833	833.00
2013-07-17	20850	855.00
2013-07-17	20791	857.00
2013-07-17	20846	857.00
2013-07-17	20714	879.00
2013-07-17	20812	891.00
2013-07-17	20758	989.00
2013-07-18	20925	74.65
2013-07-18	20876	75.00
2013-07-18	20938	81.73
2013-07-18	20877	100.00
2013-07-18	20913	100.00
2013-07-18	20908	100.00
2013-07-18	20868	111.11
2013-07-18	20870	111.76
2013-07-18	20970	150.00
2013-07-18	20882	150.00
2013-07-18	22350	150.00
2013-07-18	20856	200.00
2013-07-18	20972	280.00
2013-07-18	20889	537.00
2013-07-18	20965	549.00
2013-07-18	20958	675.66
2013-07-18	20912	697.00
2013-07-18	20895	709.00
2013-07-18	20926	729.00
2013-07-18	20811	747.00
2013-07-18	20872	759.00
2013-07-18	20896	759.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-18	20859	771.00
2013-07-18	20935	771.00
2013-07-18	20920	857.00
2013-07-18	20871	881.00
2013-07-18	20881	949.00
2013-07-19	21022	83.91
2013-07-19	20988	93.55
2013-07-19	21036	100.00
2013-07-19	21032	100.10
2013-07-19	21021	159.40
2013-07-19	20983	194.81
2013-07-19	20940	275.10
2013-07-19	21047	315.00
2013-07-19	21664	537.00
2013-07-19	20973	549.00
2013-07-19	21054	561.00
2013-07-19	20957	585.00
2013-07-19	21045	585.00
2013-07-19	21074	597.00
2013-07-19	20982	609.00
2013-07-19	21663	621.00
2013-07-19	20979	661.00
2013-07-19	21015	733.00
2013-07-19	20962	745.00
2013-07-19	21067	757.00
2013-07-19	21044	771.00
2013-07-19	21005	781.00
2013-07-19	20942	809.00
2013-07-19	21024	819.00
2013-07-19	20986	869.00
2013-07-19	20998	869.00
2013-07-19	20984	881.00
2013-07-19	21075	881.00
2013-07-19	20975	905.00
2013-07-19	21073	941.00
2013-07-19	21012	970.00
2013-07-20	21070	73.66
2013-07-20	21065	100.00
2013-07-20	21111	100.00
2013-07-20	21129	100.00
2013-07-20	21983	100.00
2013-07-20	21141	150.00
2013-07-20	21069	190.13
2013-07-20	21082	379.08
2013-07-20	21097	529.80
2013-07-20	21149	537.00
2013-07-20	21084	549.00
2013-07-20	21085	549.00
2013-07-20	21089	561.00
2013-07-20	21127	585.00
2013-07-20	21050	585.00
2013-07-20	21109	621.00
2013-07-20	21140	717.00
2013-07-20	21107	768.00
2013-07-20	21117	771.00
2013-07-20	21059	893.00
2013-07-20	21150	965.00
2013-07-21	21128	79.33
2013-07-21	21183	85.47

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-21	21193	85.61
2013-07-21	21188	87.59
2013-07-21	21192	100.00
2013-07-21	21189	125.00
2013-07-21	21172	129.00
2013-07-21	21229	164.30
2013-07-21	21197	561.00
2013-07-21	21225	621.00
2013-07-21	21185	645.00
2013-07-21	21249	721.00
2013-07-21	21232	769.00
2013-07-21	21248	771.00
2013-07-21	21159	773.00
2013-07-21	21194	781.00
2013-07-21	21195	783.00
2013-07-21	21187	793.00
2013-07-21	21216	809.00
2013-07-21	21233	809.00
2013-07-21	21186	819.00
2013-07-21	21171	821.00
2013-07-21	21158	821.00
2013-07-21	21133	958.00
2013-07-22	21250	125.00
2013-07-22	21307	150.00
2013-07-22	21302	547.00
2013-07-22	21276	561.00
2013-07-22	21322	597.00
2013-07-22	21235	597.00
2013-07-22	21316	621.00
2013-07-22	21213	733.00
2013-07-22	21274	797.00
2013-07-22	21275	821.00
2013-07-22	21304	845.00
2013-07-22	21221	857.00
2013-07-22	21291	865.00
2013-07-22	21308	869.00
2013-07-22	21306	891.00
2013-07-22	21242	1,001.00
2013-07-23	21379	87.31
2013-07-23	21361	100.00
2013-07-23	21389	121.26
2013-07-23	21320	150.00
2013-07-23	21344	150.00
2013-07-23	21355	419.60
2013-07-23	21325	507.16
2013-07-23	21323	511.00
2013-07-23	21378	549.00
2013-07-23	21694	561.00
2013-07-23	21375	759.00
2013-07-23	21377	783.00
2013-07-23	21388	797.00
2013-07-23	21373	821.00
2013-07-23	21399	821.00
2013-07-23	21413	833.00
2013-07-23	21351	845.00
2013-07-23	21394	845.00
2013-07-23	21313	925.00
2013-07-23	21696	941.00
2013-07-24	21517	54.72

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-24	21428	84.61
2013-07-24	21506	94.40
2013-07-24	21446	100.00
2013-07-24	21494	150.00
2013-07-24	21452	221.63
2013-07-24	21469	429.70
2013-07-24	21477	573.00
2013-07-24	21516	585.00
2013-07-24	21500	709.00
2013-07-24	21454	783.00
2013-07-24	21476	793.00
2013-07-24	21508	821.00
2013-07-24	21464	821.00
2013-07-24	21483	845.00
2013-07-24	21519	855.00
2013-07-24	21449	857.00
2013-07-24	21509	953.00
2013-07-24	21456	1,023.00
2013-07-25	21556	73.23
2013-07-25	21527	84.19
2013-07-25	21557	91.42
2013-07-25	21512	126.60
2013-07-25	21655	150.00
2013-07-25	21549	150.00
2013-07-25	21502	240.00
2013-07-25	21639	280.00
2013-07-25	21618	280.00
2013-07-25	21575	280.00
2013-07-25	21611	374.51
2013-07-25	21579	446.01
2013-07-25	21580	561.00
2013-07-25	21503	561.00
2013-07-25	21590	597.00
2013-07-25	21662	609.00
2013-07-25	21513	633.00
2013-07-25	21504	633.00
2013-07-25	21565	645.00
2013-07-25	21602	647.00
2013-07-25	21576	697.00
2013-07-25	21630	717.00
2013-07-25	21603	721.00
2013-07-25	21547	747.00
2013-07-25	21659	809.00
2013-07-25	21558	809.00
2013-07-25	21595	833.00
2013-07-25	21596	833.00
2013-07-25	21624	833.00
2013-07-25	21623	843.00
2013-07-25	21598	869.00
2013-07-25	21646	869.00
2013-07-25	21610	869.00
2013-07-26	21676	40.00
2013-07-26	21674	84.33
2013-07-26	21657	100.00
2013-07-26	21766	102.59
2013-07-26	21775	125.00
2013-07-26	21677	136.20
2013-07-26	21772	171.00
2013-07-26	21627	487.58

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-26	21636	537.00
2013-07-26	21734	585.00
2013-07-26	21716	585.00
2013-07-26	21678	609.00
2013-07-26	21738	621.00
2013-07-26	21752	623.00
2013-07-26	21773	645.00
2013-07-26	21638	759.00
2013-07-26	21746	759.00
2013-07-26	21685	797.00
2013-07-26	21774	809.00
2013-07-26	21711	809.00
2013-07-26	21699	821.00
2013-07-26	21760	833.00
2013-07-26	21758	845.00
2013-07-26	21702	855.00
2013-07-26	21697	929.00
2013-07-26	21635	939.00
2013-07-27	21878	20.00
2013-07-27	21805	78.06
2013-07-27	21781	100.00
2013-07-27	21755	100.00
2013-07-27	21824	107.84
2013-07-27	21810	141.00
2013-07-27	21872	150.00
2013-07-27	21821	379.60
2013-07-27	21811	499.96
2013-07-27	21876	537.00
2013-07-27	21790	573.00
2013-07-27	21761	597.00
2013-07-27	21763	609.00
2013-07-27	21873	609.00
2013-07-27	21820	611.00
2013-07-27	21828	621.00
2013-07-27	21776	621.00
2013-07-27	21870	645.00
2013-07-27	21818	657.00
2013-07-27	21744	795.00
2013-07-27	21778	821.00
2013-07-27	21830	845.00
2013-07-27	21777	857.00
2013-07-27	21838	879.00
2013-07-27	21834	893.00
2013-07-27	21798	977.00
2013-07-27	21741	989.00
2013-07-28	21921	17.00
2013-07-28	21883	20.00
2013-07-28	21865	66.08
2013-07-28	21934	86.88
2013-07-28	21885	88.44
2013-07-28	21936	89.44
2013-07-28	21913	90.85
2013-07-28	21891	93.26
2013-07-28	21940	102.20
2013-07-28	21899	104.18
2013-07-28	21912	150.00
2013-07-28	21975	150.00
2013-07-28	21926	150.00
2013-07-28	21871	150.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-28	21906	385.91
2013-07-28	21841	549.00
2013-07-28	21864	573.00
2013-07-28	21916	597.00
2013-07-28	21924	609.00
2013-07-28	21897	633.00
2013-07-28	21927	771.00
2013-07-28	21937	793.00
2013-07-28	21896	795.00
2013-07-28	22197	797.00
2013-07-28	21935	797.00
2013-07-28	21959	809.00
2013-07-28	21945	809.00
2013-07-28	21938	821.00
2013-07-28	21843	829.00
2013-07-28	21884	831.00
2013-07-28	21881	833.00
2013-07-28	21844	855.00
2013-07-28	21877	855.00
2013-07-28	21943	869.00
2013-07-28	21869	1,877.00
2013-07-29	22059	60.00
2013-07-29	21990	87.73
2013-07-29	22086	89.29
2013-07-29	22043	100.00
2013-07-29	21968	100.00
2013-07-29	21989	150.00
2013-07-29	22078	150.00
2013-07-29	22073	523.00
2013-07-29	22004	537.00
2013-07-29	22007	537.00
2013-07-29	22063	549.00
2013-07-29	21999	561.00
2013-07-29	22014	561.00
2013-07-29	22052	573.00
2013-07-29	22024	685.00
2013-07-29	22064	709.00
2013-07-29	22016	747.00
2013-07-29	21993	759.00
2013-07-29	22000	759.00
2013-07-29	21994	783.00
2013-07-29	22048	821.00
2013-07-29	22051	821.00
2013-07-29	22031	831.00
2013-07-29	22023	845.00
2013-07-29	22077	869.00
2013-07-29	22029	929.00
2013-07-29	22047	951.00
2013-07-30	22133	20.00
2013-07-30	22081	84.05
2013-07-30	22084	84.33
2013-07-30	22141	86.17
2013-07-30	22121	87.45
2013-07-30	22129	100.00
2013-07-30	22169	150.00
2013-07-30	22097	150.00
2013-07-30	22098	150.00
2013-07-30	22085	151.80
2013-07-30	22185	159.38



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-07-30	22154	276.80
2013-07-30	22120	280.00
2013-07-30	22143	573.00
2013-07-30	22056	585.00
2013-07-30	22138	609.00
2013-07-30	22139	687.00
2013-07-30	22132	697.00
2013-07-30	22175	783.00
2013-07-30	22075	795.00
2013-07-30	22114	807.00
2013-07-30	22123	831.00
2013-07-30	22160	833.00
2013-07-30	22140	855.00
2013-07-30	22131	857.00
2013-07-30	22057	869.00
2013-07-30	22176	881.00
2013-07-30	22149	893.00
2013-07-30	22119	965.00
2013-07-31	22230	74.65
2013-07-31	22275	86.60
2013-07-31	22253	87.73
2013-07-31	22292	90.14
2013-07-31	22259	100.00
2013-07-31	22261	100.00
2013-07-31	22255	150.00
2013-07-31	22210	150.00
2013-07-31	22211	219.36
2013-07-31	22212	244.99
2013-07-31	22189	280.00
2013-07-31	22208	506.75
2013-07-31	22266	537.00
2013-07-31	22268	549.00
2013-07-31	22219	561.00
2013-07-31	22291	573.00
2013-07-31	22214	653.96
2013-07-31	22182	657.00
2013-07-31	22285	659.00
2013-07-31	22236	681.00
2013-07-31	22245	769.00
2013-07-31	22260	797.00
2013-07-31	22244	807.00
2013-07-31	22251	833.00
2013-07-31	22201	845.00
2013-07-31	22206	857.00
2013-07-31	22162	869.00
2013-07-31	22302	881.00
2013-07-31	22194	893.00
2013-07-31	22231	917.00
2013-07-31	22220	941.00
2013-08-01	22307	71.82
2013-08-01	22329	80.61
2013-08-01	22361	91.62
2013-08-01	22318	98.94
2013-08-01	22326	100.00
2013-08-01	22317	100.00
2013-08-01	22356	125.00
2013-08-01	22342	250.00
2013-08-01	22382	280.00
2013-08-01	22333	462.44

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-01	22408	549.00
2013-08-01	22324	549.00
2013-08-01	22269	561.00
2013-08-01	22282	573.00
2013-08-01	22387	573.00
2013-08-01	22314	609.00
2013-08-01	22289	733.00
2013-08-01	22358	744.00
2013-08-01	22276	809.00
2013-08-01	22306	833.00
2013-08-01	22330	881.00
2013-08-02	22376	70.82
2013-08-02	22457	89.58
2013-08-02	22395	109.80
2013-08-02	22480	150.00
2013-08-02	22521	150.00
2013-08-02	22404	200.00
2013-08-02	22429	340.70
2013-08-02	22502	386.99
2013-08-02	22400	391.76
2013-08-02	22514	535.00
2013-08-02	22420	597.00
2013-08-02	22464	609.00
2013-08-02	22482	621.00
2013-08-02	22461	693.00
2013-08-02	22498	729.00
2013-08-02	22424	771.00
2013-08-02	22374	783.00
2013-08-02	22520	819.00
2013-08-02	22496	819.00
2013-08-02	22483	833.00
2013-08-02	22473	843.00
2013-08-02	22513	881.00
2013-08-02	22487	917.00
2013-08-03	22548	20.00
2013-08-03	22575	83.05
2013-08-03	22554	93.12
2013-08-03	22582	100.00
2013-08-03	22622	150.00
2013-08-03	22581	250.00
2013-08-03	22534	535.00
2013-08-03	22492	537.00
2013-08-03	22607	585.00
2013-08-03	22585	608.34
2013-08-03	22619	609.00
2013-08-03	22599	615.00
2013-08-03	22598	669.00
2013-08-03	22563	669.00
2013-08-03	22573	733.00
2013-08-03	22508	747.00
2013-08-03	22606	759.00
2013-08-03	22640	797.00
2013-08-03	22532	807.00
2013-08-03	22536	807.00
2013-08-03	22540	819.00
2013-08-03	22574	821.00
2013-08-03	22592	833.00
2013-08-03	22635	843.00
2013-08-03	22618	855.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-03	22517	869.00
2013-08-03	22567	917.00
2013-08-04	22611	10.00
2013-08-04	22682	20.00
2013-08-04	22613	84.76
2013-08-04	22680	85.18
2013-08-04	22683	100.00
2013-08-04	22676	100.00
2013-08-04	22685	150.00
2013-08-04	22642	150.00
2013-08-04	22651	523.00
2013-08-04	22707	549.00
2013-08-04	22637	609.00
2013-08-04	22671	721.00
2013-08-04	22661	747.00
2013-08-04	22695	769.00
2013-08-04	22709	821.00
2013-08-04	22668	833.00
2013-08-04	22691	845.00
2013-08-04	22679	869.00
2013-08-04	22700	881.00
2013-08-04	22734	1,272.00
2013-08-04	22696	1,373.00
2013-08-05	22742	20.00
2013-08-05	22847	70.40
2013-08-05	22808	91.14
2013-08-05	22751	119.40
2013-08-05	22749	129.00
2013-08-05	22732	133.80
2013-08-05	22790	150.00
2013-08-05	22781	150.00
2013-08-05	22791	150.00
2013-08-05	22783	170.60
2013-08-05	22835	250.00
2013-08-05	22809	388.97
2013-08-05	22782	463.79
2013-08-05	22789	561.00
2013-08-05	22746	621.00
2013-08-05	22748	621.00
2013-08-05	22806	745.00
2013-08-05	22764	747.00
2013-08-05	22737	747.00
2013-08-05	22733	759.00
2013-08-05	22801	783.00
2013-08-05	22803	809.00
2013-08-05	22741	821.00
2013-08-05	22826	831.00
2013-08-05	22716	881.00
2013-08-05	22762	903.00
2013-08-05	22753	1,047.00
2013-08-06	22940	76.92
2013-08-06	22909	82.63
2013-08-06	22874	87.02
2013-08-06	22817	100.00
2013-08-06	22889	125.00
2013-08-06	22905	140.00
2013-08-06	22875	150.00
2013-08-06	22947	150.00
2013-08-06	22932	175.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-06	22937	280.00
2013-08-06	22916	340.14
2013-08-06	22816	369.00
2013-08-06	22841	411.06
2013-08-06	22929	537.00
2013-08-06	22818	537.00
2013-08-06	22861	597.00
2013-08-06	22840	621.00
2013-08-06	22893	867.00
2013-08-06	22911	893.00
2013-08-06	22903	941.00
2013-08-06	22873	965.00
2013-08-07	23040	49.00
2013-08-07	22998	100.00
2013-08-07	23001	120.60
2013-08-07	23039	184.99
2013-08-07	23032	200.00
2013-08-07	23014	346.90
2013-08-07	22985	549.00
2013-08-07	23006	573.00
2013-08-07	23046	593.42
2013-08-07	23048	609.00
2013-08-07	23059	609.00
2013-08-07	22991	747.00
2013-08-07	23057	771.00
2013-08-07	22974	783.00
2013-08-07	23012	855.00
2013-08-07	23049	857.00
2013-08-07	23028	867.00
2013-08-07	23037	893.00
2013-08-07	23034	941.00
2013-08-08	23141	87.02
2013-08-08	23172	87.88
2013-08-08	23124	91.85
2013-08-08	23063	100.00
2013-08-08	23070	126.60
2013-08-08	23170	150.00
2013-08-08	23101	150.00
2013-08-08	23078	150.00
2013-08-08	23065	585.00
2013-08-08	23133	597.00
2013-08-08	23075	609.00
2013-08-08	23173	621.00
2013-08-08	23115	633.00
2013-08-08	23175	759.00
2013-08-08	23111	771.00
2013-08-08	23120	797.00
2013-08-08	23123	821.00
2013-08-08	23096	845.00
2013-08-08	23176	898.00
2013-08-08	23127	899.00
2013-08-08	23126	929.00
2013-08-08	23125	953.00
2013-08-08	23092	963.00
2013-08-09	23258	87.45
2013-08-09	23187	88.30
2013-08-09	23164	90.00
2013-08-09	23232	91.28
2013-08-09	23217	91.42

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-09	23282	95.10
2013-08-09	23228	97.09
2013-08-09	23235	121.80
2013-08-09	23221	561.00
2013-08-09	23238	561.00
2013-08-09	23202	585.00
2013-08-09	23193	597.00
2013-08-09	23215	597.00
2013-08-09	23162	597.00
2013-08-09	23179	609.00
2013-08-09	23268	633.00
2013-08-09	23293	745.00
2013-08-09	23190	759.00
2013-08-09	23177	771.00
2013-08-09	23138	795.00
2013-08-09	23290	862.00
2013-08-09	23230	881.00
2013-08-09	23186	941.00
2013-08-09	23236	1,001.00
2013-08-10	23297	18.22
2013-08-10	23289	58.99
2013-08-10	23335	125.40
2013-08-10	23318	150.00
2013-08-10	23277	150.00
2013-08-10	23353	150.00
2013-08-10	23294	150.00
2013-08-10	23299	300.43
2013-08-10	23337	330.32
2013-08-10	23254	405.05
2013-08-10	23362	409.78
2013-08-10	23246	493.00
2013-08-10	23317	561.00
2013-08-10	23394	561.00
2013-08-10	23264	573.00
2013-08-10	23386	573.00
2013-08-10	23245	609.00
2013-08-10	23351	681.00
2013-08-10	23381	681.00
2013-08-10	23320	683.00
2013-08-10	23241	683.00
2013-08-10	23248	733.00
2013-08-10	23322	809.00
2013-08-10	23347	821.00
2013-08-10	23324	831.00
2013-08-10	23308	869.00
2013-08-10	23379	881.00
2013-08-11	23422	69.83
2013-08-11	23476	83.62
2013-08-11	23686	85.75
2013-08-11	23472	86.32
2013-08-11	23390	87.31
2013-08-11	23449	90.29
2013-08-11	23430	100.00
2013-08-11	23414	119.40
2013-08-11	23452	139.40
2013-08-11	23371	150.00
2013-08-11	23399	150.00
2013-08-11	23709	200.00
2013-08-11	23405	303.95

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-11	23443	487.00
2013-08-11	23479	537.00
2013-08-11	23384	623.00
2013-08-11	23373	693.00
2013-08-11	23423	771.00
2013-08-11	23368	809.00
2013-08-11	23459	845.00
2013-08-11	23418	845.00
2013-08-11	23372	879.00
2013-08-11	23485	881.00
2013-08-11	23401	886.00
2013-08-11	23363	905.00
2013-08-12	23530	18.22
2013-08-12	23549	74.79
2013-08-12	23467	85.75
2013-08-12	23563	86.17
2013-08-12	23503	90.29
2013-08-12	23576	103.81
2013-08-12	23482	107.68
2013-08-12	23544	150.00
2013-08-12	23502	157.01
2013-08-12	23568	172.96
2013-08-12	23525	200.00
2013-08-12	23478	549.00
2013-08-12	23580	549.00
2013-08-12	23582	597.00
2013-08-12	23560	623.00
2013-08-12	23561	721.00
2013-08-12	23511	771.00
2013-08-12	23541	781.00
2013-08-12	23473	783.00
2013-08-12	23460	795.00
2013-08-12	23528	795.00
2013-08-12	23534	795.00
2013-08-12	23547	797.00
2013-08-12	23533	807.00
2013-08-12	23494	809.00
2013-08-12	23570	855.00
2013-08-12	23510	881.00
2013-08-12	23571	881.00
2013-08-12	23512	965.00
2013-08-12	23608	977.00
2013-08-12	23505	985.00
2013-08-13	23687	82.63
2013-08-13	23599	86.32
2013-08-13	23667	90.00
2013-08-13	23637	100.00
2013-08-13	23646	109.40
2013-08-13	23648	119.40
2013-08-13	23657	150.00
2013-08-13	23663	150.00
2013-08-13	23700	280.00
2013-08-13	23653	280.00
2013-08-13	23635	280.00
2013-08-13	23629	476.30
2013-08-13	23690	537.00
2013-08-13	23605	549.00
2013-08-13	23668	561.00
2013-08-13	23678	561.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-13	23585	585.00
2013-08-13	23689	585.00
2013-08-13	23652	597.00
2013-08-13	23621	597.00
2013-08-13	23565	645.00
2013-08-13	23574	658.00
2013-08-13	23654	718.00
2013-08-13	23638	747.00
2013-08-13	23626	759.00
2013-08-13	23627	805.00
2013-08-13	23593	807.00
2013-08-13	23619	843.00
2013-08-13	23590	946.00
2013-08-13	23704	1,069.00
2013-08-14	23784	18.51
2013-08-14	23735	87.59
2013-08-14	23782	96.10
2013-08-14	23821	114.79
2013-08-14	23679	150.00
2013-08-14	23800	200.00
2013-08-14	23788	280.00
2013-08-14	23743	344.64
2013-08-14	23739	348.55
2013-08-14	23824	428.52
2013-08-14	23795	549.00
2013-08-14	23796	559.00
2013-08-14	23770	621.00
2013-08-14	23819	669.00
2013-08-14	23762	671.00
2013-08-14	23809	697.00
2013-08-14	23789	747.00
2013-08-14	23775	747.00
2013-08-14	23714	771.00
2013-08-14	23778	783.00
2013-08-14	23798	807.00
2013-08-14	23728	869.00
2013-08-15	23852	70.26
2013-08-15	23827	92.27
2013-08-15	23860	100.00
2013-08-15	23857	104.47
2013-08-15	23883	112.20
2013-08-15	23855	120.60
2013-08-15	23878	126.60
2013-08-15	23904	150.00
2013-08-15	23892	200.00
2013-08-15	23910	261.40
2013-08-15	23802	270.00
2013-08-15	23879	325.00
2013-08-15	23858	385.23
2013-08-15	23840	429.93
2013-08-15	23841	491.10
2013-08-15	23880	561.00
2013-08-15	23911	597.00
2013-08-15	23918	681.00
2013-08-15	23849	733.00
2013-08-15	23801	735.00
2013-08-15	23848	757.00
2013-08-15	23888	809.00
2013-08-15	23833	819.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-15	23803	819.00
2013-08-15	23885	845.00
2013-08-15	23869	869.00
2013-08-15	23900	881.00
2013-08-16	23914	75.22
2013-08-16	23935	85.61
2013-08-16	23951	150.00
2013-08-16	24044	150.00
2013-08-16	24039	150.00
2013-08-16	23968	175.80
2013-08-16	24006	549.00
2013-08-16	23960	549.00
2013-08-16	23989	561.00
2013-08-16	23905	573.00
2013-08-16	23972	585.00
2013-08-16	23944	587.00
2013-08-16	24008	621.00
2013-08-16	23921	759.00
2013-08-16	24015	783.00
2013-08-16	23929	795.00
2013-08-16	24037	831.00
2013-08-16	23917	833.00
2013-08-16	23896	867.00
2013-08-16	24016	869.00
2013-08-16	23926	869.00
2013-08-16	23889	893.00
2013-08-16	23990	905.00
2013-08-17	24106	81.03
2013-08-17	24013	85.61
2013-08-17	24061	88.73
2013-08-17	24069	100.00
2013-08-17	24020	100.00
2013-08-17	24060	114.60
2013-08-17	24076	123.59
2013-08-17	24144	150.00
2013-08-17	24049	171.40
2013-08-17	24062	175.02
2013-08-17	24108	241.43
2013-08-17	24031	573.00
2013-08-17	23997	591.00
2013-08-17	24003	591.00
2013-08-17	24101	609.00
2013-08-17	24074	609.00
2013-08-17	24057	621.00
2013-08-17	24098	657.00
2013-08-17	24005	741.00
2013-08-17	24014	771.00
2013-08-17	24004	795.00
2013-08-17	24025	807.00
2013-08-17	24073	809.00
2013-08-17	24075	845.00
2013-08-17	24110	857.00
2013-08-17	24111	989.00
2013-08-17	24030	1,033.00
2013-08-17	24054	1,239.00
2013-08-18	24220	71.82
2013-08-18	24192	97.23
2013-08-18	24207	100.00
2013-08-18	24631	150.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-18	24127	150.00
2013-08-18	24238	150.00
2013-08-18	24204	413.66
2013-08-18	24179	523.00
2013-08-18	24188	609.00
2013-08-18	24159	611.00
2013-08-18	24239	741.00
2013-08-18	24119	745.00
2013-08-18	24184	747.00
2013-08-18	24136	771.00
2013-08-18	24166	797.00
2013-08-18	24195	809.00
2013-08-18	24142	809.00
2013-08-18	24235	905.00
2013-08-18	24181	905.00
2013-08-19	24252	72.35
2013-08-19	24305	74.65
2013-08-19	24290	82.77
2013-08-19	24334	87.51
2013-08-19	24267	88.58
2013-08-19	24245	100.00
2013-08-19	24270	150.00
2013-08-19	24234	549.00
2013-08-19	24227	597.00
2013-08-19	24241	693.00
2013-08-19	24253	709.00
2013-08-19	24268	709.00
2013-08-19	24286	741.00
2013-08-19	24236	783.00
2013-08-19	24333	795.00
2013-08-19	24299	797.00
2013-08-19	24331	821.00
2013-08-19	24321	893.00
2013-08-19	24255	934.00
2013-08-19	24346	939.00
2013-08-20	24314	48.64
2013-08-20	24389	84.33
2013-08-20	24322	86.88
2013-08-20	24427	100.00
2013-08-20	24400	100.00
2013-08-20	24373	150.00
2013-08-20	24340	150.00
2013-08-20	24337	150.00
2013-08-20	24364	150.00
2013-08-20	24382	200.00
2013-08-20	24338	403.50
2013-08-20	24371	533.00
2013-08-20	24369	537.00
2013-08-20	24385	561.00
2013-08-20	24422	683.00
2013-08-20	24370	771.00
2013-08-20	24442	771.00
2013-08-20	24441	831.00
2013-08-20	24406	833.00
2013-08-20	24362	867.00
2013-08-20	24434	893.00
2013-08-20	24376	963.00
2013-08-21	24522	20.00
2013-08-21	24509	81.92

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-21	24527	87.88
2013-08-21	24504	100.00
2013-08-21	24482	150.00
2013-08-21	24497	150.00
2013-08-21	24455	171.00
2013-08-21	24501	250.00
2013-08-21	24463	537.00
2013-08-21	24555	781.00
2013-08-21	24506	795.00
2013-08-21	24453	797.00
2013-08-21	24499	807.00
2013-08-21	24532	843.00
2013-08-22	24645	70.68
2013-08-22	24581	77.63
2013-08-22	24644	82.63
2013-08-22	24607	82.98
2013-08-22	24605	85.18
2013-08-22	24570	86.60
2013-08-22	24611	91.42
2013-08-22	24542	100.00
2013-08-22	24593	121.80
2013-08-22	24594	121.80
2013-08-22	24608	150.00
2013-08-22	24622	150.00
2013-08-22	24590	154.20
2013-08-22	24617	573.00
2013-08-22	24547	597.00
2013-08-22	24554	597.00
2013-08-22	24601	661.00
2013-08-22	24624	771.00
2013-08-22	24613	795.00
2013-08-22	24521	795.00
2013-08-22	24537	821.00
2013-08-22	24569	845.00
2013-08-22	24580	857.00
2013-08-22	24533	881.00
2013-08-23	24725	20.00
2013-08-23	24723	70.82
2013-08-23	24664	80.61
2013-08-23	24673	91.42
2013-08-23	24684	100.00
2013-08-23	24690	126.60
2013-08-23	24700	141.40
2013-08-23	24726	280.00
2013-08-23	24683	573.00
2013-08-23	24639	573.00
2013-08-23	24724	633.00
2013-08-23	24649	639.00
2013-08-23	24734	735.00
2013-08-23	24682	831.00
2013-08-23	24707	845.00
2013-08-23	24670	869.00
2013-08-23	24626	879.00
2013-08-23	24642	881.00
2013-08-24	24761	87.59
2013-08-24	24802	89.01
2013-08-24	24730	90.57
2013-08-24	24785	100.00
2013-08-24	24845	132.32

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-24	24854	150.00
2013-08-24	24836	200.00
2013-08-24	24774	537.00
2013-08-24	24782	561.00
2013-08-24	24773	581.70
2013-08-24	24824	657.00
2013-08-24	24752	733.00
2013-08-24	24783	747.00
2013-08-24	24810	783.00
2013-08-24	24784	783.00
2013-08-24	24758	785.92
2013-08-24	24807	795.00
2013-08-24	24738	819.00
2013-08-24	24835	869.00
2013-08-24	24786	949.00
2013-08-24	24790	989.00
2013-08-24	24831	1,037.00
2013-08-25	24841	45.24
2013-08-25	24850	114.60
2013-08-25	24910	121.80
2013-08-25	24870	125.00
2013-08-25	24839	150.00
2013-08-25	24901	150.00
2013-08-25	24848	200.00
2013-08-25	24926	537.00
2013-08-25	24867	597.00
2013-08-25	24887	621.00
2013-08-25	24938	635.00
2013-08-25	24898	657.00
2013-08-25	24937	671.00
2013-08-25	24927	709.00
2013-08-25	24827	721.00
2013-08-25	24878	747.00
2013-08-25	24837	759.00
2013-08-25	24893	771.00
2013-08-25	24889	783.00
2013-08-25	24821	819.00
2013-08-25	24933	821.00
2013-08-25	24817	857.00
2013-08-25	24863	857.00
2013-08-25	24823	867.00
2013-08-25	24882	970.00
2013-08-25	24875	1,073.00
2013-08-26	24974	41.48
2013-08-26	24988	87.73
2013-08-26	24993	92.70
2013-08-26	25039	94.97
2013-08-26	25015	150.00
2013-08-26	25002	150.00
2013-08-26	25040	154.43
2013-08-26	25031	192.60
2013-08-26	24972	549.00
2013-08-26	24989	573.00
2013-08-26	25044	585.00
2013-08-26	25075	597.00
2013-08-26	25026	621.00
2013-08-26	24987	633.00
2013-08-26	24943	759.00
2013-08-26	25014	771.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-26	24924	797.00
2013-08-26	24931	833.00
2013-08-26	24979	845.00
2013-08-26	24981	857.00
2013-08-26	25022	869.00
2013-08-26	24983	905.00
2013-08-26	24971	977.00
2013-08-27	25074	55.67
2013-08-27	25116	87.59
2013-08-27	25154	88.16
2013-08-27	25103	98.94
2013-08-27	25141	109.80
2013-08-27	25080	124.20
2013-08-27	25122	329.29
2013-08-27	25124	464.28
2013-08-27	25104	573.00
2013-08-27	25110	693.00
2013-08-27	25043	697.00
2013-08-27	25037	707.00
2013-08-27	25100	717.00
2013-08-27	25115	747.00
2013-08-27	25139	771.00
2013-08-27	25135	783.00
2013-08-27	25048	819.00
2013-08-27	25117	833.00
2013-08-27	25082	869.00
2013-08-27	25060	893.00
2013-08-27	25140	957.00
2013-08-28	25208	42.38
2013-08-28	25217	70.97
2013-08-28	25159	71.11
2013-08-28	25182	84.33
2013-08-28	25199	88.87
2013-08-28	25168	90.43
2013-08-28	25250	93.12
2013-08-28	25206	106.88
2013-08-28	25232	150.00
2013-08-28	25146	150.00
2013-08-28	25210	150.00
2013-08-28	25198	150.00
2013-08-28	25222	163.80
2013-08-28	25212	200.00
2013-08-28	25244	250.00
2013-08-28	25202	395.05
2013-08-28	25155	537.00
2013-08-28	25163	597.00
2013-08-28	25249	597.00
2013-08-28	25252	613.00
2013-08-28	25203	709.00
2013-08-28	25125	733.00
2013-08-28	25178	771.00
2013-08-28	25225	800.00
2013-08-28	25226	809.00
2013-08-28	25221	831.00
2013-08-28	25254	845.00
2013-08-28	25162	857.00
2013-08-28	25138	867.00
2013-08-28	25245	905.00
2013-08-28	25171	965.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-29	25247	15.52
2013-08-29	25343	20.00
2013-08-29	25294	20.00
2013-08-29	25324	85.18
2013-08-29	25287	88.30
2013-08-29	25327	119.84
2013-08-29	25256	184.20
2013-08-29	25292	200.00
2013-08-29	25320	280.00
2013-08-29	25253	330.32
2013-08-29	25336	561.00
2013-08-29	25301	585.00
2013-08-29	25306	585.00
2013-08-29	25364	585.00
2013-08-29	25251	609.00
2013-08-29	25276	693.00
2013-08-29	25348	732.00
2013-08-29	25349	771.00
2013-08-29	25258	797.00
2013-08-29	25260	807.00
2013-08-29	25255	807.00
2013-08-29	25299	821.00
2013-08-29	25308	857.00
2013-08-29	25508	869.00
2013-08-29	25509	1,045.00
2013-08-30	25460	20.00
2013-08-30	25372	75.00
2013-08-30	25369	100.00
2013-08-30	25396	109.80
2013-08-30	25433	150.00
2013-08-30	25425	150.00
2013-08-30	25358	549.00
2013-08-30	25444	561.00
2013-08-30	25417	585.00
2013-08-30	25347	621.00
2013-08-30	25427	633.00
2013-08-30	25373	759.00
2013-08-30	25389	783.00
2013-08-30	25413	809.00
2013-08-30	25429	831.00
2013-08-30	25351	833.00
2013-08-30	25462	857.00
2013-08-30	25339	857.00
2013-08-31	25544	8.81
2013-08-31	25531	60.00
2013-08-31	25498	69.97
2013-08-31	25479	100.00
2013-08-31	25553	100.00
2013-08-31	25539	150.00
2013-08-31	25497	200.00
2013-08-31	25471	241.69
2013-08-31	25482	280.00
2013-08-31	25472	561.00
2013-08-31	25528	573.00
2013-08-31	25470	621.00
2013-08-31	25457	645.00
2013-08-31	25477	733.00
2013-08-31	25447	747.00
2013-08-31	25478	771.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-31	25556	807.00
2013-08-31	25451	809.00
2013-08-31	25502	809.00
2013-08-31	25501	817.00
2013-08-31	25529	845.00
2013-08-31	25495	845.00
2013-08-31	25473	845.00
2013-08-31	25489	929.00
2013-09-01	25601	60.00
2013-09-01	25583	82.45
2013-09-01	25567	87.17
2013-09-01	25571	100.00
2013-09-01	25630	143.40
2013-09-01	25546	150.00
2013-09-01	25538	150.00
2013-09-01	25575	150.00
2013-09-01	25540	166.20
2013-09-01	25587	280.00
2013-09-01	25526	537.00
2013-09-01	25536	561.00
2013-09-01	25534	585.00
2013-09-01	25614	611.00
2013-09-01	25584	611.00
2013-09-01	25636	633.00
2013-09-01	25592	649.00
2013-09-01	25570	661.00
2013-09-01	25600	699.18
2013-09-01	25542	733.00
2013-09-01	25616	819.00
2013-09-01	25552	819.00
2013-09-01	25530	833.00
2013-09-01	25593	869.00
2013-09-01	25521	886.00
2013-09-01	25624	1,500.00
2013-09-02	25671	80.75
2013-09-02	25677	96.38
2013-09-02	25632	103.90
2013-09-02	25673	150.00
2013-09-02	25690	549.00
2013-09-02	25665	549.00
2013-09-02	25669	561.00
2013-09-02	25698	561.00
2013-09-02	25706	561.00
2013-09-02	25648	597.00
2013-09-02	25627	745.00
2013-09-02	25664	783.00
2013-09-02	25651	783.00
2013-09-02	25705	793.00
2013-09-02	25672	797.00
2013-09-02	25667	809.00
2013-09-02	25701	821.00
2013-09-02	25689	865.00
2013-09-02	25729	893.00
2013-09-02	25659	941.00
2013-09-03	25752	43.82
2013-09-03	25771	82.73
2013-09-03	25815	84.19
2013-09-03	25839	85.04
2013-09-03	25821	89.29

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-03	25730	90.57
2013-09-03	25777	96.95
2013-09-03	25785	150.00
2013-09-03	25758	161.80
2013-09-03	25759	200.00
2013-09-03	25792	280.00
2013-09-03	25808	334.37
2013-09-03	25773	363.66
2013-09-03	25708	537.00
2013-09-03	25791	549.00
2013-09-03	25707	561.00
2013-09-03	25818	585.00
2013-09-03	25809	633.00
2013-09-03	25776	747.00
2013-09-03	25794	769.00
2013-09-03	25804	783.00
2013-09-03	25733	797.00
2013-09-03	25837	809.00
2013-09-03	25803	819.00
2013-09-03	25732	821.00
2013-09-03	25793	833.00
2013-09-03	25783	853.00
2013-09-03	25789	857.00
2013-09-03	25769	953.00
2013-09-04	25898	84.76
2013-09-04	25897	87.45
2013-09-04	25820	96.81
2013-09-04	25865	104.88
2013-09-04	25860	150.00
2013-09-04	25870	150.00
2013-09-04	25828	175.80
2013-09-04	25879	280.00
2013-09-04	25850	499.00
2013-09-04	25951	549.00
2013-09-04	25893	549.00
2013-09-04	25878	661.00
2013-09-04	25881	745.00
2013-09-04	25930	745.00
2013-09-04	25918	783.00
2013-09-04	25882	807.00
2013-09-04	25946	821.00
2013-09-04	25888	821.00
2013-09-04	25943	833.00
2013-09-04	25901	845.00
2013-09-04	25909	857.00
2013-09-04	25880	857.00
2013-09-04	25899	869.00
2013-09-04	25920	881.00
2013-09-04	25854	881.00
2013-09-05	25968	80.18
2013-09-05	26050	84.61
2013-09-05	26011	85.89
2013-09-05	26068	88.44
2013-09-05	26067	100.00
2013-09-05	26042	100.64
2013-09-05	26022	150.00
2013-09-05	25913	150.00
2013-09-05	26035	150.00
2013-09-05	26038	150.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-05	26006	200.00
2013-09-05	26031	205.00
2013-09-05	25991	238.50
2013-09-05	25928	245.10
2013-09-05	26073	250.00
2013-09-05	25996	537.00
2013-09-05	26055	681.00
2013-09-05	26030	697.00
2013-09-05	25926	721.00
2013-09-05	25929	759.00
2013-09-05	26039	771.00
2013-09-05	26002	783.00
2013-09-05	26018	795.00
2013-09-05	25978	819.00
2013-09-05	25975	821.00
2013-09-05	25993	831.00
2013-09-05	25947	869.00
2013-09-05	26066	879.00
2013-09-05	26069	891.00
2013-09-05	26017	953.00
2013-09-06	26088	34.58
2013-09-06	26168	88.58
2013-09-06	26126	134.55
2013-09-06	26056	156.60
2013-09-06	26140	420.95
2013-09-06	26135	531.00
2013-09-06	26058	537.00
2013-09-06	26129	561.00
2013-09-06	26157	573.00
2013-09-06	26054	609.00
2013-09-06	26077	689.56
2013-09-06	26164	721.00
2013-09-06	26057	757.00
2013-09-06	26128	797.00
2013-09-06	26060	797.00
2013-09-06	26103	831.00
2013-09-06	26109	831.00
2013-09-06	26112	862.00
2013-09-06	26121	867.00
2013-09-06	26081	893.00
2013-09-06	26146	929.00
2013-09-06	26090	951.00
2013-09-06	26130	1,001.00
2013-09-07	26181	12.46
2013-09-07	26152	100.00
2013-09-07	26206	101.35
2013-09-07	26208	127.80
2013-09-07	26265	150.00
2013-09-07	26213	150.00
2013-09-07	28022	150.00
2013-09-07	26230	204.63
2013-09-07	26212	250.00
2013-09-07	26161	499.00
2013-09-07	26177	537.00
2013-09-07	26236	549.00
2013-09-07	26245	573.00
2013-09-07	26165	609.00
2013-09-07	26257	645.00
2013-09-07	26174	708.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-07	26151	759.00
2013-09-07	26162	759.00
2013-09-07	26218	769.00
2013-09-07	26273	819.00
2013-09-07	26176	821.00
2013-09-07	26163	857.00
2013-09-07	26204	869.00
2013-09-07	26268	893.00
2013-09-08	26283	83.34
2013-09-08	26249	85.32
2013-09-08	26306	150.00
2013-09-08	26373	150.00
2013-09-08	26263	150.00
2013-09-08	26295	170.00
2013-09-08	26337	250.00
2013-09-08	26351	280.00
2013-09-08	26328	561.00
2013-09-08	26253	573.00
2013-09-08	26266	697.00
2013-09-08	26240	709.00
2013-09-08	26310	709.00
2013-09-08	26250	747.00
2013-09-08	26339	759.00
2013-09-08	26305	797.00
2013-09-08	26361	807.00
2013-09-08	26279	809.00
2013-09-08	26346	819.00
2013-09-08	26330	833.00
2013-09-08	26357	833.00
2013-09-08	26289	867.00
2013-09-08	26298	869.00
2013-09-08	26228	903.00
2013-09-09	26401	80.70
2013-09-09	26435	82.63
2013-09-09	26477	85.75
2013-09-09	26390	89.44
2013-09-09	26476	101.33
2013-09-09	26399	136.20
2013-09-09	26459	150.00
2013-09-09	26463	150.00
2013-09-09	26454	156.60
2013-09-09	26421	280.00
2013-09-09	26470	473.61
2013-09-09	26353	499.00
2013-09-09	26449	549.00
2013-09-09	26360	597.00
2013-09-09	26352	667.00
2013-09-09	26464	673.00
2013-09-09	26446	684.00
2013-09-09	26445	727.64
2013-09-09	26363	745.00
2013-09-09	26443	757.00
2013-09-09	26400	783.00
2013-09-09	26422	793.00
2013-09-09	26409	805.00
2013-09-09	26371	807.00
2013-09-09	26460	809.00
2013-09-09	26386	831.00
2013-09-09	26411	833.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-09	26448	833.00
2013-09-09	26396	898.00
2013-09-10	26538	85.18
2013-09-10	26468	87.45
2013-09-10	26480	150.00
2013-09-10	26529	150.20
2013-09-10	26530	250.00
2013-09-10	26452	280.00
2013-09-10	26539	549.00
2013-09-10	26522	681.00
2013-09-10	26567	681.00
2013-09-10	26533	709.00
2013-09-10	26495	709.00
2013-09-10	26497	757.00
2013-09-10	26562	759.00
2013-09-10	26520	771.00
2013-09-10	26516	781.00
2013-09-10	26502	807.00
2013-09-10	26544	809.00
2013-09-10	26571	819.00
2013-09-10	26540	833.00
2013-09-10	26461	833.00
2013-09-10	26471	841.00
2013-09-10	26514	845.00
2013-09-11	26620	75.00
2013-09-11	26603	75.50
2013-09-11	26543	90.00
2013-09-11	26607	92.70
2013-09-11	26584	92.98
2013-09-11	26561	93.26
2013-09-11	26616	144.52
2013-09-11	26612	150.00
2013-09-11	26592	150.00
2013-09-11	26662	150.00
2013-09-11	26626	150.00
2013-09-11	26631	150.00
2013-09-11	26595	160.00
2013-09-11	26609	161.40
2013-09-11	26610	194.10
2013-09-11	26625	280.00
2013-09-11	26611	280.00
2013-09-11	26663	561.00
2013-09-11	26638	585.00
2013-09-11	26670	648.00
2013-09-11	26559	672.00
2013-09-11	26598	781.00
2013-09-11	26605	795.00
2013-09-11	26650	807.00
2013-09-11	26587	809.00
2013-09-11	26627	869.00
2013-09-12	26688	84.19
2013-09-12	26707	100.00
2013-09-12	26720	100.00
2013-09-12	26691	119.40
2013-09-12	26665	125.00
2013-09-12	26731	349.96
2013-09-12	26711	518.97
2013-09-12	26664	537.00
2013-09-12	26716	567.95

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-12	26690	597.00
2013-09-12	26754	621.00
2013-09-12	26696	645.00
2013-09-12	26762	683.00
2013-09-12	26725	797.00
2013-09-12	26740	805.00
2013-09-12	26715	819.00
2013-09-12	26708	977.00
2013-09-13	26809	16.72
2013-09-13	26780	82.63
2013-09-13	26863	83.62
2013-09-13	26826	91.85
2013-09-13	26766	100.00
2013-09-13	26783	100.00
2013-09-13	26785	100.00
2013-09-13	26759	100.63
2013-09-13	26815	149.00
2013-09-13	26736	150.00
2013-09-13	26793	150.00
2013-09-13	26817	160.00
2013-09-13	26838	166.24
2013-09-13	26798	200.00
2013-09-13	26775	280.00
2013-09-13	26846	549.00
2013-09-13	26755	597.00
2013-09-13	26847	597.00
2013-09-13	26777	597.00
2013-09-13	26737	621.00
2013-09-13	26800	621.00
2013-09-13	26803	681.00
2013-09-13	26807	759.00
2013-09-13	26767	759.00
2013-09-13	26812	821.00
2013-09-13	26781	833.00
2013-09-13	26835	857.00
2013-09-13	26841	869.00
2013-09-13	26829	917.00
2013-09-13	26834	941.00
2013-09-13	26787	1,265.00
2013-09-14	26890	20.00
2013-09-14	26933	83.34
2013-09-14	26904	87.59
2013-09-14	26953	88.73
2013-09-14	26886	89.01
2013-09-14	26930	93.83
2013-09-14	26875	94.54
2013-09-14	26928	100.00
2013-09-14	26865	100.00
2013-09-14	26876	100.07
2013-09-14	26885	150.00
2013-09-14	26902	150.00
2013-09-14	26925	200.00
2013-09-14	26897	250.00
2013-09-14	26861	549.00
2013-09-14	26979	697.00
2013-09-14	26867	757.00
2013-09-14	26857	759.00
2013-09-14	26942	795.00
2013-09-14	26883	797.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-14	26917	821.00
2013-09-14	26977	831.00
2013-09-14	26932	843.00
2013-09-14	26954	853.00
2013-09-14	26963	963.00
2013-09-15	27036	47.79
2013-09-15	27025	85.61
2013-09-15	27057	87.31
2013-09-15	26957	96.53
2013-09-15	27018	97.10
2013-09-15	27011	114.60
2013-09-15	27062	150.00
2013-09-15	27017	280.00
2013-09-15	26987	561.00
2013-09-15	26948	561.00
2013-09-15	26956	621.00
2013-09-15	26966	669.00
2013-09-15	27069	697.00
2013-09-15	27022	771.00
2013-09-15	27041	771.00
2013-09-15	27052	807.00
2013-09-15	27043	807.00
2013-09-15	26990	819.77
2013-09-15	26999	857.00
2013-09-15	27038	929.00
2013-09-15	27005	951.00
2013-09-15	26988	963.00
2013-09-15	27015	1,325.00
2013-09-16	27132	18.08
2013-09-16	27116	69.69
2013-09-16	27047	73.80
2013-09-16	27058	78.20
2013-09-16	27105	82.91
2013-09-16	27123	93.26
2013-09-16	27113	114.68
2013-09-16	27108	124.20
2013-09-16	27162	136.20
2013-09-16	27079	173.40
2013-09-16	27073	250.00
2013-09-16	27102	549.00
2013-09-16	27129	670.00
2013-09-16	27169	673.00
2013-09-16	27063	745.00
2013-09-16	27072	795.00
2013-09-16	27110	795.00
2013-09-16	27154	807.00
2013-09-16	27151	809.00
2013-09-16	27139	809.00
2013-09-16	27097	833.00
2013-09-16	27095	833.00
2013-09-16	27081	845.00
2013-09-16	27075	905.00
2013-09-17	27243	16.72
2013-09-17	27237	20.00
2013-09-17	27238	58.26
2013-09-17	27211	71.11
2013-09-17	27252	88.16
2013-09-17	27253	110.42
2013-09-17	27224	150.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-17	27207	150.00
2013-09-17	27239	487.00
2013-09-17	27265	537.00
2013-09-17	27284	558.00
2013-09-17	27186	561.00
2013-09-17	27223	571.00
2013-09-17	27255	571.00
2013-09-17	27285	657.00
2013-09-17	27219	797.00
2013-09-17	27231	807.00
2013-09-17	27242	819.00
2013-09-17	27246	829.00
2013-09-17	27201	831.00
2013-09-17	27225	845.00
2013-09-17	27234	893.00
2013-09-17	27229	925.00
2013-09-18	27345	74.51
2013-09-18	27361	83.62
2013-09-18	27272	86.74
2013-09-18	27356	92.70
2013-09-18	27312	100.00
2013-09-18	27292	154.00
2013-09-18	27333	179.40
2013-09-18	27358	216.66
2013-09-18	27278	280.00
2013-09-18	27377	379.24
2013-09-18	27352	419.99
2013-09-18	27267	511.00
2013-09-18	27344	573.00
2013-09-18	27329	609.00
2013-09-18	27320	657.00
2013-09-18	27397	659.00
2013-09-18	27322	661.00
2013-09-18	27400	675.81
2013-09-18	27294	783.00
2013-09-18	27372	797.00
2013-09-18	27373	821.00
2013-09-18	27274	821.00
2013-09-18	27314	833.00
2013-09-18	27349	855.00
2013-09-18	27290	855.00
2013-09-18	27327	891.00
2013-09-18	27390	903.00
2013-09-18	27321	1,068.00
2013-09-19	27413	71.11
2013-09-19	27516	79.76
2013-09-19	27427	82.63
2013-09-19	27499	84.33
2013-09-19	27381	97.94
2013-09-19	27438	100.00
2013-09-19	27403	108.10
2013-09-19	27468	126.60
2013-09-19	27482	178.20
2013-09-19	27418	280.00
2013-09-19	27474	445.40
2013-09-19	27513	537.00
2013-09-19	27491	597.00
2013-09-19	27439	657.00
2013-09-19	27429	747.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-19	27515	795.00
2013-09-19	27446	869.00
2013-09-19	27465	879.00
2013-09-19	27514	917.00
2013-09-20	27496	84.61
2013-09-20	27558	84.76
2013-09-20	27548	93.26
2013-09-20	27512	100.00
2013-09-20	27534	100.35
2013-09-20	27523	118.20
2013-09-20	27487	150.00
2013-09-20	27528	150.00
2013-09-20	27578	200.00
2013-09-20	27525	319.70
2013-09-20	27581	537.00
2013-09-20	27511	573.00
2013-09-20	27579	615.00
2013-09-20	27573	615.00
2013-09-20	27615	661.00
2013-09-20	27535	729.98
2013-09-20	27711	757.00
2013-09-20	27526	757.00
2013-09-20	27712	768.00
2013-09-20	27494	769.00
2013-09-20	27563	771.00
2013-09-20	27590	775.00
2013-09-20	27586	783.00
2013-09-20	27588	793.00
2013-09-20	27599	807.00
2013-09-20	27611	819.00
2013-09-20	27537	845.00
2013-09-20	27550	857.00
2013-09-20	27566	879.00
2013-09-20	27612	965.00
2013-09-21	27680	64.64
2013-09-21	27646	83.87
2013-09-21	27625	93.83
2013-09-21	27606	150.00
2013-09-21	27648	250.00
2013-09-21	27596	549.00
2013-09-21	27640	585.00
2013-09-21	27639	681.00
2013-09-21	27722	693.00
2013-09-21	27681	697.00
2013-09-21	27742	708.00
2013-09-21	27629	729.00
2013-09-21	27697	733.00
2013-09-21	27669	759.00
2013-09-21	27651	783.00
2013-09-21	27725	845.00
2013-09-22	27782	69.69
2013-09-22	27807	103.62
2013-09-22	27700	154.20
2013-09-22	27770	221.60
2013-09-22	27763	280.00
2013-09-22	27748	280.00
2013-09-22	27762	280.00
2013-09-22	27833	499.00
2013-09-22	27839	549.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-22	27728	561.00
2013-09-22	27727	583.00
2013-09-22	27797	597.00
2013-09-22	27800	609.00
2013-09-22	27730	657.00
2013-09-22	27745	741.00
2013-09-22	27775	747.00
2013-09-22	27789	769.00
2013-09-22	27761	809.00
2013-09-22	27776	881.00
2013-09-22	27803	941.00
2013-09-22	27751	953.00
2013-09-23	27888	87.73
2013-09-23	27818	100.00
2013-09-23	27832	100.00
2013-09-23	27841	141.00
2013-09-23	27906	150.00
2013-09-23	27914	150.00
2013-09-23	27942	150.00
2013-09-23	27901	537.00
2013-09-23	27896	549.00
2013-09-23	27891	561.00
2013-09-23	27892	561.00
2013-09-23	27893	633.00
2013-09-23	27868	684.00
2013-09-23	27884	745.00
2013-09-23	27851	747.00
2013-09-23	27941	771.00
2013-09-23	27815	797.00
2013-09-23	27910	809.00
2013-09-23	27916	819.00
2013-09-23	27902	855.00
2013-09-23	27853	855.00
2013-09-23	27856	891.00
2013-09-23	27826	949.00
2013-09-24	29673	70.40
2013-09-24	27969	82.77
2013-09-24	27997	86.32
2013-09-24	27944	88.02
2013-09-24	27955	90.43
2013-09-24	27948	91.70
2013-09-24	28008	224.90
2013-09-24	28011	450.66
2013-09-24	27972	537.00
2013-09-24	27965	561.00
2013-09-24	27992	561.00
2013-09-24	27930	645.00
2013-09-24	27938	649.00
2013-09-24	27978	697.00
2013-09-24	27983	709.00
2013-09-24	27998	747.00
2013-09-24	27977	770.00
2013-09-24	27979	809.00
2013-09-24	28030	817.00
2013-09-24	27960	819.00
2013-09-24	27985	819.00
2013-09-24	28036	893.00
2013-09-25	28238	73.38
2013-09-25	28152	79.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-25	28149	88.44
2013-09-25	28120	90.14
2013-09-25	28150	100.00
2013-09-25	28123	102.10
2013-09-25	28064	156.60
2013-09-25	28103	161.00
2013-09-25	28101	171.00
2013-09-25	28020	200.00
2013-09-25	28095	250.00
2013-09-25	28122	537.00
2013-09-25	28094	609.00
2013-09-25	28045	633.00
2013-09-25	28105	697.00
2013-09-25	28102	697.00
2013-09-25	28127	747.00
2013-09-25	28076	759.00
2013-09-25	28131	771.00
2013-09-25	28135	771.00
2013-09-25	28117	807.00
2013-09-25	28058	857.00
2013-09-25	28110	939.00
2013-09-25	28128	987.00
2013-09-26	28200	20.00
2013-09-26	28178	71.25
2013-09-26	28137	73.94
2013-09-26	28259	86.17
2013-09-26	28217	90.29
2013-09-26	28188	120.00
2013-09-26	28219	200.00
2013-09-26	28234	280.00
2013-09-26	28214	280.00
2013-09-26	28193	329.42
2013-09-26	28141	549.00
2013-09-26	28166	573.00
2013-09-26	28203	609.00
2013-09-26	28156	609.00
2013-09-26	28154	621.00
2013-09-26	28191	753.00
2013-09-26	28223	771.00
2013-09-26	28174	781.00
2013-09-26	28222	819.00
2013-09-26	28180	821.00
2013-09-26	28171	831.00
2013-09-26	28205	833.00
2013-09-26	28253	893.00
2013-09-26	28143	917.00
2013-09-27	28227	99.22
2013-09-27	28272	111.00
2013-09-27	28274	123.00
2013-09-27	28302	150.00
2013-09-27	28230	169.00
2013-09-27	28284	250.00
2013-09-27	28276	482.64
2013-09-27	28299	495.28
2013-09-27	28249	561.00
2013-09-27	28361	709.00
2013-09-27	28288	721.00
2013-09-27	28360	721.00
2013-09-27	28231	783.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-27	28265	807.00
2013-09-27	28366	809.00
2013-09-27	28323	821.00
2013-09-27	28306	905.00
2013-09-27	28280	929.00
2013-09-28	28390	78.06
2013-09-28	28380	133.80
2013-09-28	28410	139.80
2013-09-28	28408	150.00
2013-09-28	28376	150.00
2013-09-28	28325	256.50
2013-09-28	28375	498.97
2013-09-28	28382	537.00
2013-09-28	28384	697.00
2013-09-28	28378	705.00
2013-09-28	28345	709.00
2013-09-28	28377	729.00
2013-09-28	28412	821.00
2013-09-28	28437	939.00
2013-09-28	28346	1,009.00
2013-09-29	28473	82.77
2013-09-29	28474	84.76
2013-09-29	28560	87.45
2013-09-29	28429	101.45
2013-09-29	28521	129.00
2013-09-29	28506	144.20
2013-09-29	28499	150.00
2013-09-29	28527	458.88
2013-09-29	28485	549.00
2013-09-29	28440	573.00
2013-09-29	28433	573.00
2013-09-29	28501	585.00
2013-09-29	28530	609.00
2013-09-29	28472	609.00
2013-09-29	28441	621.00
2013-09-29	28498	637.00
2013-09-29	28536	648.00
2013-09-29	28471	709.00
2013-09-29	28552	711.00
2013-09-29	28533	759.00
2013-09-29	28550	795.00
2013-09-29	28442	809.00
2013-09-29	28549	843.00
2013-09-29	28511	905.00
2013-09-29	28519	917.00
2013-09-30	28615	17.54
2013-09-30	28630	56.14
2013-09-30	28565	80.18
2013-09-30	28650	86.03
2013-09-30	28618	86.32
2013-09-30	28595	87.88
2013-09-30	28564	90.43
2013-09-30	28607	289.48
2013-09-30	28640	549.00
2013-09-30	28624	561.00
2013-09-30	28547	573.00
2013-09-30	28623	621.00
2013-09-30	28563	709.00
2013-09-30	28555	759.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-30	28608	783.00
2013-09-30	28606	797.00
2013-09-30	28620	819.00
2013-09-30	28578	821.00
2013-09-30	28575	845.00
2013-09-30	28573	845.00
2013-09-30	28600	912.00
2013-09-30	28659	917.00
2013-09-30	28604	922.00
2013-10-01	28756	84.05
2013-10-01	28754	86.88
2013-10-01	28688	121.80
2013-10-01	28742	250.00
2013-10-01	28691	255.39
2013-10-01	28638	280.00
2013-10-01	28656	439.00
2013-10-01	28740	537.00
2013-10-01	28718	561.00
2013-10-01	28708	609.00
2013-10-01	28654	733.00
2013-10-01	28670	747.00
2013-10-01	28701	757.00
2013-10-01	28667	831.00
2013-10-01	28703	867.00
2013-10-02	28832	16.72
2013-10-02	28813	72.28
2013-10-02	28834	80.62
2013-10-02	28845	83.30
2013-10-02	28854	89.10
2013-10-02	28822	93.26
2013-10-02	28809	150.00
2013-10-02	28806	280.00
2013-10-02	28821	280.00
2013-10-02	28798	537.00
2013-10-02	28779	549.00
2013-10-02	28777	603.00
2013-10-02	28778	603.00
2013-10-02	28731	621.00
2013-10-02	28743	661.00
2013-10-02	28820	697.00
2013-10-02	28855	733.00
2013-10-02	28774	745.00
2013-10-02	28853	857.00
2013-10-02	28803	857.00
2013-10-03	29030	83.30
2013-10-03	28883	87.73
2013-10-03	28846	90.43
2013-10-03	28903	100.00
2013-10-03	28921	127.80
2013-10-03	29033	150.00
2013-10-03	28868	250.00
2013-10-03	28926	450.14
2013-10-03	28971	549.00
2013-10-03	28946	573.00
2013-10-03	29032	633.00
2013-10-03	28882	693.00
2013-10-03	28952	767.00
2013-10-03	28862	771.00
2013-10-03	29035	771.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-03	28943	843.00
2013-10-03	28962	857.00
2013-10-03	28906	898.00
2013-10-03	28892	903.00
2013-10-03	28902	917.00
2013-10-03	28941	917.00
2013-10-04	28981	10.66
2013-10-04	29054	73.09
2013-10-04	28976	73.80
2013-10-04	29038	74.79
2013-10-04	28969	87.31
2013-10-04	29102	91.00
2013-10-04	28997	100.00
2013-10-04	29047	119.40
2013-10-04	29014	150.00
2013-10-04	29039	150.00
2013-10-04	28985	150.00
2013-10-04	28999	433.23
2013-10-04	28989	573.00
2013-10-04	29079	634.00
2013-10-04	29089	664.00
2013-10-04	29022	759.00
2013-10-04	28968	771.00
2013-10-04	29009	783.00
2013-10-04	29040	833.00
2013-10-04	28953	867.00
2013-10-04	28996	958.00
2013-10-04	29071	1,037.00
2013-10-05	29083	66.08
2013-10-05	29084	70.11
2013-10-05	29120	83.62
2013-10-05	29114	86.03
2013-10-05	29298	100.00
2013-10-05	29197	100.00
2013-10-05	29166	108.29
2013-10-05	29099	117.34
2013-10-05	29142	150.00
2013-10-05	29146	150.00
2013-10-05	29115	156.20
2013-10-05	29122	250.00
2013-10-05	29130	287.35
2013-10-05	29170	445.30
2013-10-05	29150	482.64
2013-10-05	29156	523.00
2013-10-05	29135	537.00
2013-10-05	29098	537.00
2013-10-05	29160	585.00
2013-10-05	29132	585.00
2013-10-05	29087	633.00
2013-10-05	29148	633.00
2013-10-05	29110	645.00
2013-10-05	29193	708.00
2013-10-05	29157	721.00
2013-10-05	29097	769.00
2013-10-05	29119	771.00
2013-10-05	29162	821.00
2013-10-05	29168	965.00
2013-10-06	29234	20.00
2013-10-06	29242	70.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-06	29258	100.00
2013-10-06	29256	108.20
2013-10-06	29189	111.33
2013-10-06	29255	120.20
2013-10-06	29254	120.20
2013-10-06	29291	150.00
2013-10-06	29257	207.40
2013-10-06	29215	547.00
2013-10-06	29241	621.00
2013-10-06	29250	795.00
2013-10-06	29270	857.00
2013-10-06	29276	893.00
2013-10-06	29293	965.00
2013-10-07	29349	88.16
2013-10-07	29352	89.01
2013-10-07	29350	97.52
2013-10-07	29318	125.40
2013-10-07	29337	150.00
2013-10-07	29319	280.00
2013-10-07	29331	280.00
2013-10-07	29279	499.00
2013-10-07	29372	499.00
2013-10-07	29344	523.00
2013-10-07	29339	585.00
2013-10-07	29377	604.12
2013-10-07	29335	621.00
2013-10-07	29375	621.00
2013-10-07	29340	708.00
2013-10-07	29373	783.00
2013-10-07	29374	797.00
2013-10-07	29386	807.00
2013-10-07	29284	831.00
2013-10-07	29287	845.00
2013-10-07	29266	869.00
2013-10-07	29334	874.00
2013-10-07	29361	881.00
2013-10-07	29326	881.00
2013-10-07	29371	1,500.00
2013-10-08	29407	69.69
2013-10-08	29437	85.47
2013-10-08	29442	88.55
2013-10-08	29450	126.60
2013-10-08	29412	150.00
2013-10-08	29474	200.00
2013-10-08	29462	220.00
2013-10-08	29393	364.69
2013-10-08	29465	649.00
2013-10-08	29401	771.00
2013-10-08	29411	807.00
2013-10-08	29469	819.00
2013-10-09	29509	98.65
2013-10-09	29571	100.98
2013-10-09	29521	150.00
2013-10-09	29518	150.00
2013-10-09	29515	200.00
2013-10-09	29505	380.32
2013-10-09	29503	561.00
2013-10-09	29531	585.00
2013-10-09	29511	697.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-09	29544	709.00
2013-10-09	29477	793.00
2013-10-09	29495	797.00
2013-10-09	29527	831.00
2013-10-09	29496	881.00
2013-10-09	29504	905.00
2013-10-10	29621	86.32
2013-10-10	29610	86.88
2013-10-10	29645	91.85
2013-10-10	29640	100.00
2013-10-10	29630	150.00
2013-10-10	29593	150.00
2013-10-10	29582	150.00
2013-10-10	29607	549.00
2013-10-10	29605	573.00
2013-10-10	29654	633.00
2013-10-10	29636	697.00
2013-10-10	29557	795.00
2013-10-10	29559	953.00
2013-10-11	29685	86.17
2013-10-11	29700	87.59
2013-10-11	29651	89.01
2013-10-11	29708	90.29
2013-10-11	29689	94.97
2013-10-11	29695	100.00
2013-10-11	29694	100.00
2013-10-11	29747	103.05
2013-10-11	29682	111.54
2013-10-11	29735	585.00
2013-10-11	29711	709.00
2013-10-11	29726	819.00
2013-10-11	29679	831.00
2013-10-11	29709	843.00
2013-10-11	29758	855.00
2013-10-11	29697	881.00
2013-10-11	29737	891.00
2013-10-11	29693	965.00
2013-10-11	29728	970.00
2013-10-12	29769	75.70
2013-10-12	29829	83.48
2013-10-12	29791	87.88
2013-10-12	29753	89.44
2013-10-12	29727	94.97
2013-10-12	29772	250.00
2013-10-12	29820	709.00
2013-10-12	29831	783.00
2013-10-12	29794	795.00
2013-10-12	29801	819.00
2013-10-12	29796	855.00
2013-10-12	29804	879.00
2013-10-12	29792	929.00
2013-10-13	29877	88.44
2013-10-13	29871	511.63
2013-10-13	29862	597.00
2013-10-13	29842	633.00
2013-10-13	29849	638.53
2013-10-13	29907	857.00
2013-10-13	29905	891.00
2013-10-13	29839	898.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-14	30009	73.80
2013-10-14	30023	106.40
2013-10-14	29901	150.00
2013-10-14	29930	150.00
2013-10-14	30024	150.00
2013-10-14	29934	186.30
2013-10-14	29992	597.00
2013-10-14	29978	709.00
2013-10-14	29950	709.00
2013-10-14	30015	771.00
2013-10-14	30008	771.00
2013-10-14	29946	783.00
2013-10-14	29948	819.00
2013-10-14	29977	1,013.00
2013-10-14	30028	1,186.00
2013-10-15	30115	73.80
2013-10-15	30109	88.87
2013-10-15	30057	96.10
2013-10-15	30102	150.00
2013-10-15	30074	280.00
2013-10-15	30126	561.00
2013-10-15	30100	573.00
2013-10-15	30110	573.00
2013-10-15	30114	585.00
2013-10-15	30013	609.00
2013-10-15	30092	645.00
2013-10-15	30022	729.00
2013-10-15	30069	809.00
2013-10-15	30123	817.00
2013-10-15	30086	817.00
2013-10-15	30083	821.00
2013-10-15	30113	845.00
2013-10-15	30143	869.00
2013-10-15	30121	881.00
2013-10-15	30049	1,054.00
2013-10-16	30140	82.77
2013-10-16	30212	98.94
2013-10-16	30151	100.00
2013-10-16	30157	127.40
2013-10-16	30178	535.00
2013-10-16	30218	617.09
2013-10-16	30141	621.00
2013-10-16	30165	703.00
2013-10-16	30152	708.00
2013-10-16	30221	745.00
2013-10-16	30170	771.00
2013-10-16	30167	831.00
2013-10-16	30200	869.00
2013-10-16	30185	891.00
2013-10-16	30181	927.00
2013-10-16	30209	1,061.00
2013-10-17	30272	72.67
2013-10-17	30228	85.04
2013-10-17	30249	86.46
2013-10-17	30307	86.60
2013-10-17	30245	93.12
2013-10-17	30274	125.00
2013-10-17	30266	250.00
2013-10-17	30256	353.66

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-17	30213	561.00
2013-10-17	30298	637.00
2013-10-17	30301	645.00
2013-10-17	30254	721.00
2013-10-17	30330	739.60
2013-10-17	30281	771.00
2013-10-17	30277	771.00
2013-10-17	30303	819.00
2013-10-17	30327	855.00
2013-10-17	30288	869.00
2013-10-17	30290	881.00
2013-10-18	30386	56.14
2013-10-18	30406	150.00
2013-10-18	30415	150.00
2013-10-18	30352	150.00
2013-10-18	30364	280.00
2013-10-18	30346	408.88
2013-10-18	30323	571.23
2013-10-18	30436	669.00
2013-10-18	30339	697.00
2013-10-18	30321	833.00
2013-10-18	30399	917.00
2013-10-18	30360	953.00
2013-10-19	30442	150.00
2013-10-19	30481	166.20
2013-10-19	30430	262.38
2013-10-19	30421	537.00
2013-10-19	30509	549.00
2013-10-19	30480	549.00
2013-10-19	30493	549.00
2013-10-19	30419	573.00
2013-10-19	30502	585.00
2013-10-19	30407	585.00
2013-10-19	30525	621.00
2013-10-19	30426	809.00
2013-10-19	30490	809.00
2013-10-19	30468	819.00
2013-10-19	30505	869.00
2013-10-20	30537	16.92
2013-10-20	30514	20.00
2013-10-20	30541	100.00
2013-10-20	30598	150.00
2013-10-20	30538	200.00
2013-10-20	30542	585.00
2013-10-20	30582	657.00
2013-10-20	30528	833.00
2013-10-20	30554	857.00
2013-10-20	30571	941.00
2013-10-21	30685	20.00
2013-10-21	30687	20.00
2013-10-21	30663	80.70
2013-10-21	30616	150.00
2013-10-21	30600	150.00
2013-10-21	30689	150.00
2013-10-21	30667	250.00
2013-10-21	30744	472.56
2013-10-21	30637	645.00
2013-10-21	30692	657.00
2013-10-21	30595	729.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-21	30737	759.00
2013-10-21	30669	771.00
2013-10-21	30681	771.00
2013-10-21	30678	781.00
2013-10-21	30601	783.00
2013-10-21	30738	795.00
2013-10-21	30698	819.00
2013-10-21	30746	853.00
2013-10-21	30617	869.00
2013-10-21	30658	869.00
2013-10-21	30727	881.00
2013-10-21	30741	965.00
2013-10-22	30777	72.67
2013-10-22	30745	83.34
2013-10-22	30767	90.57
2013-10-22	30772	91.14
2013-10-22	30793	125.00
2013-10-22	30791	440.32
2013-10-22	30715	537.00
2013-10-22	30816	609.00
2013-10-22	30813	733.00
2013-10-22	30830	747.00
2013-10-22	30819	759.00
2013-10-22	30818	771.00
2013-10-22	30776	819.00
2013-10-22	30803	833.00
2013-10-22	30748	845.00
2013-10-22	30806	857.00
2013-10-22	30829	857.00
2013-10-22	30774	915.00
2013-10-22	30826	1,001.00
2013-10-23	30922	87.59
2013-10-23	30844	91.00
2013-10-23	30933	141.40
2013-10-23	30949	561.00
2013-10-23	30902	831.00
2013-10-23	30884	833.00
2013-10-23	30934	833.00
2013-10-23	30911	843.00
2013-10-23	30881	855.00
2013-10-23	30905	958.00
2013-10-24	31047	67.82
2013-10-24	30966	76.50
2013-10-24	30987	150.00
2013-10-24	30954	487.00
2013-10-24	31016	633.00
2013-10-24	30944	657.00
2013-10-24	30974	747.00
2013-10-24	30953	795.00
2013-10-24	30965	797.00
2013-10-24	30996	807.00
2013-10-24	31002	833.00
2013-10-24	31038	853.00
2013-10-24	30989	857.00
2013-10-24	30981	857.00
2013-10-25	31067	74.65
2013-10-25	31087	85.32
2013-10-25	31040	90.14
2013-10-25	31103	100.00



**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-25	31117	102.69
2013-10-25	31086	150.00
2013-10-25	31126	150.00
2013-10-25	31096	150.00
2013-10-25	31076	150.00
2013-10-25	31105	280.00
2013-10-25	31063	286.32
2013-10-25	31100	513.97
2013-10-25	31084	669.00
2013-10-25	31045	681.00
2013-10-25	31069	733.00
2013-10-25	31142	783.00
2013-10-25	31090	809.00
2013-10-25	31104	833.00
2013-10-25	31073	879.00
2013-10-26	31147	73.44
2013-10-26	31185	82.59
2013-10-26	31150	88.16
2013-10-26	31192	280.00
2013-10-26	31235	537.00
2013-10-26	31204	597.00
2013-10-26	31205	621.00
2013-10-26	31149	771.00
2013-10-26	31168	783.00
2013-10-26	31211	795.00
2013-10-26	35094	853.00
2013-10-27	31258	60.35
2013-10-27	31210	91.00
2013-10-27	31304	100.00
2013-10-27	31319	124.53
2013-10-27	31270	162.00
2013-10-27	31261	250.00
2013-10-27	31265	783.00
2013-10-27	31282	819.00
2013-10-27	31255	833.00
2013-10-27	31266	843.00
2013-10-28	31356	57.13
2013-10-28	31376	82.63
2013-10-28	31330	87.59
2013-10-28	31417	91.42
2013-10-28	31386	116.58
2013-10-28	31370	150.00
2013-10-28	31318	150.00
2013-10-28	31380	238.92
2013-10-28	31345	250.00
2013-10-28	31323	296.00
2013-10-28	31341	721.00
2013-10-28	31412	733.00
2013-10-28	31324	759.00
2013-10-28	31422	759.00
2013-10-28	31365	941.00
2013-10-29	31409	20.00
2013-10-29	31491	74.23
2013-10-29	31472	86.88
2013-10-29	31473	87.59
2013-10-29	31500	150.00
2013-10-29	31403	150.00
2013-10-29	31431	156.44
2013-10-29	31512	250.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-29	31454	250.00
2013-10-29	31400	537.00
2013-10-29	31470	573.00
2013-10-29	31430	645.00
2013-10-29	31463	685.19
2013-10-29	31504	771.00
2013-10-29	31419	833.00
2013-10-29	31401	833.00
2013-10-29	31408	845.00
2013-10-29	31455	867.00
2013-10-29	31465	869.00
2013-10-29	31456	915.00
2013-10-29	31475	917.00
2013-10-29	31407	939.00
2013-10-29	31464	941.00
2013-10-30	31533	299.96
2013-10-30	31553	537.00
2013-10-30	31529	537.00
2013-10-30	31603	561.00
2013-10-30	31602	597.00
2013-10-30	31582	645.00
2013-10-30	31518	771.00
2013-10-30	31561	783.00
2013-10-30	31551	783.00
2013-10-30	31528	783.00
2013-10-30	31587	817.00
2013-10-30	31599	819.00
2013-10-30	31708	819.00
2013-10-30	35636	819.00
2013-10-31	31672	76.07
2013-10-31	31583	78.34
2013-10-31	31683	84.05
2013-10-31	31634	91.85
2013-10-31	31666	119.40
2013-10-31	31584	549.00
2013-10-31	31645	573.00
2013-10-31	31618	747.00
2013-10-31	31695	857.00
2013-11-01	31756	63.57
2013-11-01	31779	82.63
2013-11-01	31716	150.00
2013-11-01	31747	250.00
2013-11-01	31760	609.00
2013-11-01	31733	633.00
2013-11-01	31721	697.00
2013-11-01	31805	807.00
2013-11-01	31787	807.00
2013-11-02	31834	75.00
2013-11-02	31846	100.00
2013-11-02	31794	150.00
2013-11-02	31792	170.00
2013-11-02	31868	747.00
2013-11-02	31816	821.00
2013-11-02	31804	915.00
2013-11-02	31884	973.00
2013-11-03	31910	150.00
2013-11-03	31918	150.00
2013-11-03	31889	150.00
2013-11-03	31966	597.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-11-03	31928	757.00
2013-11-03	31979	783.00
2013-11-03	31874	857.00
2013-11-03	31873	881.00
2013-11-04	32017	83.48
2013-11-04	32049	119.84
2013-11-05	32172	48.04
2013-11-05	32134	150.00
2013-11-05	32164	150.00
2013-11-05	32062	537.00
2013-11-05	32174	597.00
2013-11-05	32068	697.00
2013-11-05	32156	711.00
2013-11-05	32129	729.00
2013-11-06	32267	645.00
2013-11-06	32279	879.00
2013-11-06	32236	989.00
2013-11-07	32355	150.00
2013-11-07	32369	769.00
2013-11-07	32334	797.00
2013-11-08	32453	150.00
2013-11-08	32425	150.00
2013-11-08	32447	783.00
2013-11-09	32518	537.00
2013-11-09	32575	807.00
2013-11-10	32689	561.00
2013-11-10	32595	585.00
2013-11-10	32670	597.00
2013-11-10	32583	747.00
2013-11-10	32652	783.00
2013-11-10	32586	807.00
2013-11-10	32633	809.00
2013-11-11	32730	95.11
2013-11-11	32777	121.80
2013-11-11	32692	649.00
2013-11-11	32704	807.00
2013-11-11	32705	915.00
2013-11-11	32717	1,021.00
2013-11-12	32825	97.23
2013-11-12	32844	149.90
2013-11-12	32808	169.00
2013-11-12	33274	633.00
2013-11-12	33263	697.00
2013-11-13	32932	83.87
2013-11-13	32879	89.86
2013-11-14	32982	92.41
2013-11-14	33070	549.00
2013-11-14	32946	881.00
2013-11-14	32896	887.00
2013-11-14	32963	901.00
2013-11-15	33064	93.12
2013-11-15	33082	138.60
2013-11-15	33140	390.14
2013-11-15	33084	549.00
2013-11-15	33042	597.00
2013-11-15	33122	691.67
2013-11-15	33088	721.00
2013-11-15	33113	941.00
2013-11-16	33116	537.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-11-16	33108	585.00
2013-11-16	33279	705.00
2013-11-16	33164	759.00
2013-11-16	33186	819.00
2013-11-16	33233	929.00
2013-11-17	33329	745.00
2013-11-17	33325	893.00
2013-11-17	33222	893.00
2013-11-18	33401	88.73
2013-11-19	33532	579.00
2013-11-19	33474	745.00
2013-11-19	33462	795.00
2013-11-19	33556	809.00
2013-11-19	33499	809.00
2013-11-20	33580	537.00
2013-11-20	33622	843.00
2013-11-20	33552	905.00
2013-11-21	33716	82.91
2013-11-21	33776	537.00
2013-11-22	33811	733.00
2013-11-22	33867	771.00
2013-11-22	33774	795.00
2013-11-24	33983	857.00
2013-11-24	33969	917.00
2013-11-25	34118	633.00
2013-11-25	34058	705.00
2013-11-25	34059	709.00
2013-11-25	34161	809.00
2013-11-25	34182	1,035.00
2013-11-26	34112	573.00
2013-11-26	34214	597.00
2013-11-26	34148	693.00
2013-11-26	34203	720.00
2013-11-26	34184	783.00
2013-11-26	34190	819.00
2013-11-27	34275	597.00
2013-11-27	34227	609.00
2013-11-27	34329	649.00
2013-11-28	34359	869.00
2013-11-29	34432	609.00
2013-11-29	34388	621.00
2013-11-29	34395	744.00
2013-11-29	34417	831.00
2013-11-30	34476	537.00
2013-11-30	34600	597.00
2013-12-01	34688	657.00
2013-12-01	34599	795.00
2013-12-01	34611	881.00
2013-12-02	34750	72.38
2013-12-02	34833	891.00
2013-12-03	34948	609.00
2013-12-04	34974	697.00
2013-12-04	35058	795.00
2013-12-04	35072	807.00
2013-12-04	35029	819.00
2013-12-05	35106	821.00
2013-12-06	35271	745.00
2013-12-06	35205	783.00
2013-12-06	35247	831.00

**ATTACHMENT A - Q2 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-12-07	35396	537.00
2013-12-07	35380	783.00
2013-12-07	35297	783.00
2013-12-07	35355	795.00
2013-12-08	35422	697.00
2013-12-08	35487	831.00
2013-12-08	35477	833.00
2013-12-09	35491	795.00
2013-12-09	35597	821.00
2013-12-09	35556	965.00
2013-12-10	35670	709.00
2013-12-10	35671	747.00
2013-12-10	35626	807.00
2013-12-10	35720	809.00
2013-12-11	35703	200.00
2013-12-11	35713	709.00
2013-12-11	35784	809.00
2013-12-13	35963	771.00
2013-12-13	36006	771.00
2013-12-14	36170	150.00
2013-12-14	36084	819.00
2013-12-15	36189	709.00
2013-12-16	36224	573.00
2013-12-16	36228	573.00
2013-12-16	36310	585.00
2013-12-16	36296	771.00
2013-12-16	36373	771.00
2013-12-16	36364	795.00
2013-12-16	36262	807.00
2013-12-16	36307	831.00
2013-12-19	36652	809.00
2013-12-20	36788	759.00
2013-12-23	37132	857.00
<b># Transports = 4,872</b>		<b>\$2,462,546.31</b>



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**AI-6134**

**County Administrator's Report 12. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 15, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and R. Frank Sylves, the owner of residential property located at 333 Edgewater Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,413, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for replacing windows;
2. The Agreements between Escambia County CRA and Willie J. Sanders, the owner of residential property located at 2604 North "N" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,150, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and Myrtle Barnes, the owner of residential property located at 1202 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,475, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement;
4. The Agreements between Escambia County CRA and Panzola L. Williams, the owner of residential property located at 804 West Fisher Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,900, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

5. The Agreements between Escambia County CRA and Gregory L. Scoville, the owner of residential property located at 217 Chief's Way, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,685, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to replace windows; and

6. The Agreements between Escambia County CRA and Maurice Robinson, the owner of residential property located at 802 West Fisher Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$5,832, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for septic tank replacement and air conditioning installation; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

**BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, increase property values, and stimulate economic activity on selected commercial corridors and residential properties.

On May 15, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and the property owners listed above. A rendering of each project is attached.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows:

R. Frank Sylves, 333 Edgewater Drive, Warrington TIF, Cost Center 220516, \$5,413  
Willie J. Sanders, 2604 North N Street, Englewood TIF, Cost Center 220520, \$1,150  
Myrtle Barnes, 1202 Wisteria Avenue, Barrancas TIF, Cost Center 220519, \$3,475  
Panzola L. Williams, 804 West Fisher Street, Englewood TIF, Cost Center 220520, \$1,900  
Gregory L. Scoville, 217 Chief's Way, Warrington TIF, Cost Center 220516, \$1,685  
Maurice Robinson, 802 West Fisher Street, Englewood TIF, Cost Center 220520, \$5,832

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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### **Attachments**

Res Rehab R F Sylves

Res Rehab W J Sanders

Res Rehab M Barnes

Res Rehab P Williams

Res Rehab Scoville

Res Rehab M Robinson

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15<sup>th</sup> day of May 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and R. Frank Sylves, (the "Recipient"), owner of residential property located at 333 Edgewater Drive, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$5,413**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$5,413**, which shall be comprised of a cash contribution of **\$5,413**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15<sup>th</sup> day of May 2014**, and the Project shall be complete on or before the **15<sup>th</sup> day of August 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient:**

R. Frank Sylves  
333 Edgewater Drive  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency

By/Title: Kamal ACH  
Date: 4/10/14

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient: [Signature]  
\_\_\_\_\_  
**R. Frank Sylves, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2014 by R. Frank Sylves, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.  
5412-766-47-165-0

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): R. Frank Sylves**

**Property Address: 333 Edgewater Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace Windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**R. Frank Sylves**

**Address of Property**  
**333 Edgewater Drive**  
**Pensacola, FL 32507**

**Property Reference No.**  
**38-2S-30-4000-000-000**

**Total Amount of Lien**

**\$5,413**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

R. Frank Sylves  
R. Frank Sylves, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2014 by R. Frank Sylves, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.  
S412-766-47-165-0

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

K. H. ... ACA  
By/Title: \_\_\_\_\_  
Date: 4/10/14



**Replace Windows**

**333 Edgewater Dr. – R. Frank Sylves**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15<sup>th</sup> day of May 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Willie J. Sanders, (the "Recipient"), owner of residential property located at 2604 North N Street, Pensacola, Florida, 32501.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,150**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,150**, which shall be comprised of a cash contribution of **\$1,150**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15<sup>th</sup>** day of **May 2014**, and the Project shall be complete on or before the **15<sup>th</sup>** day of **August 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Willie J. Sanders  
2604 North N Street  
Pensacola, FL 32501

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

For: **Board of County Commissioners of Escambia County**

By/Title: [Signature]  
Date: 7/16/14

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Willie J. Sanders, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2014 by Willie J. Sanders, Property Owner. He () is personally known to me or () has produced FLDLSS36-1680 as identification.

 **ZAKKIYAH Q. OSUIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Signature of Notary Public  
**Zakkiyah Q. Osuigwe**  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Willie J. Sanders**

Property Address: **2604 North N Street, Pensacola, Florida, 32501**

The "Project" includes the following improvement to the above referenced property:

**Sanitary Sewer Connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Willie J. Sanders**

**Address of Property**  
**2604 North N Street**  
**Pensacola, FL 32501**

**Property Reference No.**  
**17-2S-30-1600-117-117**

**Total Amount of Lien**

**\$1,150**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Willie J. Sanders  
Willie J. Sanders, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of April, 2014 by Willie J. Sanders, Property Owner. He ( ) is personally known to me or (  ) has produced FLDL 5536...168-0 as identification.



(Notary Seal)

ZAKKIYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyah Q. Osuigwe  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Zakkiyah Osuigwe  
Date: 4/16/14



## **Sanitary Sewer Connection**

**2604 North N Street – Willie J Sanders**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15<sup>th</sup> day of May 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Myrtle Barnes, (the "Recipient"), owner of residential property located at 1202 Wisteria Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,475**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,475**, which shall be comprised of a cash contribution of **\$3,475**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15<sup>th</sup>** day of **May 2014**, and the Project shall be complete on or before the **15<sup>th</sup>** day of **August 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

Myrtle Barnes  
1202 Wisteria Avenue  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency,

By/Title: Kathleen Arch  
Date: 4/16/14

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

Myrtle Barnes  
\_\_\_\_\_  
**Myrtle Barnes, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2014 by Myrtle Barnes, Property Owner. She ( ) is personally known to me or (✓) has produced FDL B652-713-0 as identification.

 (Notary Seal)  
**ZAKKIYAH Q. OSUIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyah Q. Osuigwe  
\_\_\_\_\_  
Signature of Notary Public  
Zakkiyah Osuigwe  
\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Myrtle Barnes**

**Property Address: 1202 Wisteria Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Roof Replacement.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Myrtle Barnes</u></b>	<b>Address of Property</b> <b><u>1202 Wisteria Avenue</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>50-2S-30-5000-250-014</u></b>
---------------------------------------------------------	-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------

**Total Amount of Lien** **\$3,475**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

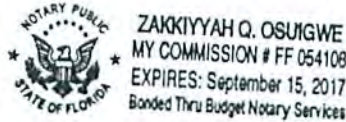
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Myrtle Barnes  
Myrtle Barnes, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of April, 2014 by Myrtle Barnes, Property Owner. She () is personally known to me or () has produced FLDL B652.7130 as identification.



(Notary Seal)

Zakkiyyah Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Zakkiyyah Osuigwe  
Date: 4/16/14



## **Roof Replacement**

**1202 Wisteria Avenue – Myrtle Barnes**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15<sup>th</sup> day of May 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Panzola L. Williams, (the "Recipient"), owner of residential property located at 804 West Fisher Street, Pensacola, Florida, 32501.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,900**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,900**, which shall be comprised of a cash contribution of **\$1,900**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15<sup>th</sup>** day of **May 2014**, and the Project shall be complete on or before the **15<sup>th</sup>** day of **August 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for *all* other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:  
**County:**  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**  
Panzola L. Williams  
804 West Fisher Street  
Pensacola, FL 32501

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/16/14

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Panzola L. Williams, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2014 by Panzola L. Williams, Property Owner. She () is personally known to me or () has produced W452 - 666-0 as identification.



ZAKKIYAH Q. OSUIGWE  
MY COMMISSION # FF 054106  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Panzola L. Williams**

**Property Address: 804 West Fisher Street, Pensacola, Florida, 32501**

The "Project" includes the following improvement to the above referenced property:

**Roof Replacement.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Panzola L. Williams</u></b>	<b>Address of Property</b> <b><u>804 West Fisher Street</u></b> <b><u>Pensacola, FL 32501</u></b>	<b>Property Reference No.</b> <b><u>18-2S-30-6000-140-051</u></b>
---------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------

**Total Amount of Lien** **\$1,900**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

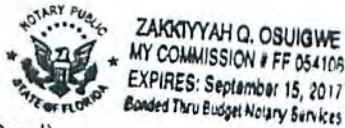
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Panzola L. Williams  
Panzola L. Williams, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2014 by Panzola L. Williams, Property Owner. She () is personally known to me or () has produced FLDL W452...6660 as identification.



(Notary Seal)

Zakkiyah Osuigwe  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/16/14



**Roof Replacement**

**804 West Fisher Street – Panzola L. Williams**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15<sup>th</sup> day of May 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Gregory L. Scoville, (the "Recipient"), owner of residential property located at 217 Chief's Way, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,685**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,685**, which shall be comprised of a cash contribution of **\$1,685**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15<sup>th</sup> day of May 2014**, and the Project shall be complete on or before the **15<sup>th</sup> day of August 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient:**

Gregory L. Scoville  
217 Chief's Way  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/22/14

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Gregory L. Scoville, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2014 by Gregory L. Scoville, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.  
5140-292-57-261-0

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
**MAXWELL ROGERS**  
\_\_\_\_\_  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Gregory L. Scoville**

**Property Address: 217 Chief's Way, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace Windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**Gregory L. Scoville**

**Address of Property**  
**217 Chiefs Way**  
**Pensacola, FL 32507**

**Property Reference No.**  
**37-2S-30-9000-009-001**

**Total Amount of Lien**

**\$1,685**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Gregory L. Scoville  
Gregory L. Scoville, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2014 by Gregory L. Scoville, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.  
SIAD-292-57-261-0

[Signature]  
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.  
[Signature]  
By/Title: \_\_\_\_\_  
Date: 4/21/14



**Replace Windows**

**217 Chiefs Way – Gregory Scoville**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15<sup>th</sup> day of May 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Maurice Robinson, (the "Recipient"), owner of residential property located at 802 West Fisher Street, Pensacola, Florida, 32501.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$5,832**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$5,832**, which shall be comprised of a cash contribution of **\$5,832**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15<sup>th</sup>** day of **May 2014**, and the Project shall be complete on or before the **15<sup>th</sup>** day of **August 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

Maurice Robinson  
802 West Fisher Street  
Pensacola, FL 32501

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/24/14

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:  
[Signature]  
**Maurice Robinson, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of April, 2014 by Maurice Robinson, Property Owner. He ( ) is personally known to me or (  ) has produced FDLR152 .. 001-D as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Maurice Robinson**

**Property Address: 802 West Fisher Street, Pensacola, Florida, 32501**

The "Project" includes the following improvement to the above referenced property:

**Septic Tank Replacement and A/C Installation.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Maurice Robinson</u></b>	<b>Address of Property</b> <b><u>802 West Fisher Street</u></b> <b><u>Pensacola, FL 32501</u></b>	<b>Property Reference No.</b> <b><u>18-2S-30-6000-011-051</u></b>
------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------

**Total Amount of Lien** **\$5,832**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Maurice Robinson  
Maurice Robinson, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of APRIL, 2014 by Maurice Robinson, Property Owner. He () is personally known to me or () has produced FLD R152... 001-0 as identification.



ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054106  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Q. Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 3/28/14



**Septic Tank Replacement & A/C Installation**

**802 West Fisher Street – Maurice Robinson**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6135**

**County Administrator's Report 12. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Cancellation of Residential Rehab Grant Program Lien

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Cancellation of a Residential Rehab Grant Program Lien - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 15, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the Lien cancellation for residential property located at 226 Payne Road, owned by Alan A. Tschirgi, in the amount of \$932, as the recipient has met the Residential Rehab Grant Program requirements; and

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

**BACKGROUND:**

The aforementioned property owner has satisfied the one-year compliance with the Residential Rehab Grant Program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

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**Attachments**

Lien Cancellation 226 Payne Road

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$932** executed by **Alan A. Tschirgi**, and recorded in Official Record Book **7014** at pages **890-891**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. M. PACT  
Date: 4/16/14

ESCAMBIA COUNTY  
CLERK'S ORIGINAL

1/17/2013 CAR II-17

Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Alan A. Tschirgi

Address of Property

226 Payne Road  
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-381-018

Total Amount of Lien

\$932

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2013033020 05 09 2013 .at 04:35 PM  
OFF REC BK 7014 PG: 390 - 391 Doc Type: L  
RECORDING: \$18.50

Verified By: *Atkinson*

Date: 1/18/2013

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Alan A. Tschirgi  
Alan A. Tschirgi, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012 by Alan A. Tschirgi, Property Owner. He/She () is personally known to me or () has produced FL DL as identification.

(Notary Seal)

Carolyn Barlow  
Signature of Notary Public  
Carolyn Barlow  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino  
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



Doris Harris  
Deputy Clerk

Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency

By: [Signature]

Title: ACE

Date: 12/11/12



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6098**

**County Administrator's Report 12. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Community & Environment Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Contract Labor Fund: 001 (General) Cost Centers: 220101, 220701, 221001, 221201 Fund: 101 (Restricted) Cost Centers: 220310, 220334, 221018 Fund: 102 (Economic Development) Cost Center: 360704 Fund: 108 (Tourist Development) Cost Center: 220805 Fund: 110 (Other Grants/Projects) Cost Center: 221012 Fund: 129 (CDBG HUD Entitlement) Cost Center: 220453 Fund: 151 (Community Redevelopment) Cost Centers: 220521, 220523	\$100,000	PD 11-12.035 BCC Approved 02-18-2014
Texas A&M University Vendor Number: 200975 Analysis of Fish Tissue Samples Fund: 108 (Tourist Development) Cost Center: 220805 Fund: 110 (Other Grants/Projects)	\$90,000	FWC Agreement #13225 BCC Approved 04-3-2014

Cost Center: 220338

[Funding: Fund 001, General Fund, Cost Centers 220101, 220701, 221001, 221201; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 102, Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants & Projects Fund, Cost Centers 220338, 221012; Fund 129, CDBG HUD Entitlement Fund, Cost Center 220453; Fund 151 Community Redevelopment Fund, Cost Centers 220521, 220523]

**BACKGROUND:**

The issuance of these purchase orders for the remainder of Fiscal Year 2013-2014 is necessary to ensure continuity of programs and services provided by the Board of County Commissioners to the citizens of Escambia County and to meet the requirements of previously approved grants and agreements managed by the Community & Environment Department.

**BUDGETARY IMPACT:**

[Funding: Fund 001, General Fund, Cost Centers 220101,220701,221001,221201; Fund 101, Restricted Fund, Cost Centers 220310,220334,221018; Fund 102 Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110 Other Grants & Projects, Cost Centers 220338, 221012; Fund 129 CDBG HUD Entitlement Fund, Cost Center 220453; Fund 151 Community Redevelopment Fund, Cost Centers 220521,220523]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6118**

**County Administrator's Report 12. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) between Escambia County, Baldwin County, and the Florida-Alabama Transportation Planning Organization regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area:

- A. Approve and authorize the Chairman to sign the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area;
- B. Authorize the disbursement of funds to Baldwin County, based upon invoicing, without further action of the Board; and
- C. Authorize staff to sign all documents associated with this MOA.

**BACKGROUND:**

On April 29, 2014, the Board of County Commissioners approved the Grant Application for 5307 funds and authorized the Escambia County Area Transit (ECAT) General Manager to file the grant application and grant award. The Federal Transit Administration (FTA) apportionment specifies that \$55,828 of the grant amount is for Alabama (Baldwin County).

Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) Section 5307 funds for the Pensacola Urbanized Area (UZA), which includes portions of Baldwin County, Alabama. Moving Ahead for Progress in the 21st Century Act (MAP-21) apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

The Memorandum of Agreement (MOA) states that Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds,



and will keep an accounting of those 5307 funds specifically apportioned by MAP-21 to the Pensacola UZA in Alabama. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual has reviewed and signed off on the Memorandum of Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Escambia County Area Transit will coordinate with Baldwin County and the Florida-Alabama Transportation Planning Organization (TPO).

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**Attachments**

MOA

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**MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION  
OF FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS FOR THE  
PENSACOLA, FLORIDA-ALABAMA URBANIZED AREA**

This Agreement is made and entered into on this 15<sup>th</sup> day of April, 2014, by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia County"), and Baldwin County, a political subdivision of the State of Alabama, acting by and through the Baldwin County Commission (hereinafter referred to as "Baldwin County"), and the Florida-Alabama Transportation Planning Organization (hereinafter referred to as "TPO").

**WITNESSETH:**

**WHEREAS**, Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) 5307 funds for the Pensacola, Florida-Alabama Urbanized Area (hereafter "Pensacola UZA"); and

**WHEREAS**, the Pensacola UZA includes portions of Baldwin County, Alabama; and

**WHEREAS**, Escambia County Area Transit (hereafter "ECAT"), a fixed-route public transportation service provided by Escambia County, does not provide public transit service in Baldwin County; and

**WHEREAS**, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) (hereafter "MAP-21") apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

**NOW, THEREFORE**, Baldwin County, Escambia County, and the Florida-Alabama Transportation Planning Organization hereby acknowledge and agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.
2. Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by MAP-21 to the Pensacola UZA in Alabama.
3. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.
4. Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue for a term of three (3) years from the date of full execution as long as Escambia County is the direct recipient and manager of the FTA 5307 funds for the Pensacola UZA which are apportioned or appropriated for use in the Urbanized Area in Alabama.
5. The parties agree that any state or federal court action or other proceeding relating

to this Agreement shall be instituted and prosecuted in the County of Escambia, Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

Approved as to form and legal sufficiency.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

By/Title: Katherine P. Pratt  
Date: 4/29/14

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Clerk:

(SEAL)

**BALDWIN COUNTY COMMISSION**

Charles F. Gruber  
Chairperson: Charles F. Gruber

ATTEST:

David A. Z. Brewer  
By: \_\_\_\_\_  
David A. Z. Brewer  
County Administrator

Date: 4/15/14



STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I Monica E. Taylor a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER, as Chairperson of the Baldwin County Commission, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the 5<sup>th</sup> day of April, 2014.

Monica E. Taylor  
Notary Public  
My Commission Expires: \_\_\_\_\_ My Commission Expires 09/05/2016



**Florida-Alabama Transportation  
Planning Organization**

\_\_\_\_\_  
Gene M. Valentino, Chairperson

Date: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ESCAMBIA    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that GENE M. VALENTINO, as Chairperson of the Florida-Alabama Transportation Planning Organization, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Florida-Alabama Transportation Planning Organization.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6084

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/15/2014

Issue: Approval of Miscellaneous Appropriations Agreement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Approval of the Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July:

- A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of \$75,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

**BACKGROUND:**

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

**BUDGETARY IMPACT:**

Funds are available in the Fiscal Year 2013/2014 Budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed and approved the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Sertoma Agreement

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
LIBERTY SERTOMA CLUB, INC.  
d/b/a SERTOMA'S FOURTH OF JULY**

**THIS AGREEMENT** is made and entered into this 15th day of May, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6012 Tippin Avenue, Pensacola, Florida 32504 and a Federal Tax Identification Number of 59-2686910 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

**WHEREAS**, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

**WHEREAS**, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of \$75,000.00 to conduct a program generally described as:

Sertoma's Fourth of July

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1.** The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or



7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

**Section 2.** This Agreement shall be considered to have become effective on the 15th day of May, 2014, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3.** The County agrees to pay the recipient the sum of \$75,000.00 for the program of activity. One payment of \$37,500.00 will be paid in advance to recipient. The balance of \$37,500.00, along with the advance payment, will be paid in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 6.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 7.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8.** This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**BCC APPROVED:** \_\_\_\_\_

**LIBERTY SERTOMA CLUB, INC.  
d/b/a SERTOMA'S FOURTH OF JULY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

By:  \_\_\_\_\_

Title: AG \_\_\_\_\_

Date: 4/22/19 \_\_\_\_\_

**EXHIBIT "A"**

**2013/2014 MISCELLANEOUS APPROPRIATIONS**

NAME OF ORGANIZATION: LIBERTY SERTOMA CLUB, INC. d/b/a SERTOMA'S FOURTH OF JULY

**APPROVED BUDGET**

SALARIES AND BENEFITS .....\$ \_\_\_\_\_

SUPPLIES .....\$ \_\_\_\_\_

TRAVEL .....\$ \_\_\_\_\_

UTILITIES .....\$ \_\_\_\_\_

EQUIPMENT (Unit Cost \$1,000 or more) .....\$ \_\_\_\_\_

**OTHER RECURRING COSTS:**

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER RECURRING COSTS .....\$ \_\_\_\_\_**

**OTHER NON-RECURRING COSTS**

Any and all costs associated \$ 75,000.00  
with the Fourth of July Fireworks  
display, including, but not limited  
to Fireworks, PortOLets, Trash  
Removal, Sound/state/band,  
Children's area and Insurance

**TOTAL OTHER NON-RECURRING COSTS .....\$ 75,000.00**

**GRAND TOTAL.....\$ 75,000.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Sertoma's Fourth of July Fireworks celebration event.

## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all payments. Payment of half of the entire allocation will be submitted to the recipient in one advance payment. The balance of the allocation will be paid upon receipt of appropriate backup verifying that County funds were expended in accordance with the approved budget as outlined in Exhibit "A" which is attached hereto and incorporated by reference herein. The entire allocation must be substantiated with appropriate backup and proof of payment within 60 days following the event. **For the remainder of the year, no funding is advanced.**
- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6087

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/15/2014

Issue: Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc.:

- A. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$1,700,425, for a total allocation of \$5,039,039, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201;
- B. Authorize the Chairman to sign the Amendment and all other necessary documents; and
- C. Authorize the execution of the necessary Change Order.

**BACKGROUND:**

On January 16, 2014 the Board allocated all remaining balances in the Tourist Promotion Fund 108 to Visit Pensacola, Inc. This amendment increases the Miscellaneous Appropriations Agreement to reflect the additional funds, making the total allocated to Visit Pensacola, Inc. \$5,039,039.00 for Fiscal Year 2013/2014.

**BUDGETARY IMPACT:**

Funds are available in the Fiscal Year 2013/2014 Budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed and approved the Amendment.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

The Pensacola Sports Association is acting as the fiscal agent for Visit Pensacola. As such, they will be the recipient of funds on behalf of Visit Pensacola.

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**Attachments**

Pensacola Sports Amendment

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN ESCAMBIA COUNTY AND  
PENSACOLA SPORTS ASSOCIATION, INC.,  
AS FISCAL AGENT FOR VISIT PENSACOLA, INC.**

**THIS AMENDMENT TO THE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Sports Association, Inc., as fiscal agent for Visit Pensacola, Inc., with administrative offices at 101 West Main Street, Pensacola, FL 32501 and a Federal Tax Identification Number of 59-0767953 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, on January 1, 2014, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for the months of January through September of the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of \$3,338,614 for Visit Pensacola, Inc., through the Recipient, to conduct a program generally described as Tourism Promotion Activities; and

**WHEREAS**, the parties have agreed to amend the agreement to include additional funding for the program activities; and

**WHEREAS**, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the agreement should be amended as provided herein; and

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on January 1, 2014, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Section 3 of the agreement is amended as follows:

**Section 3.** The County agrees to pay Visit Pensacola, Inc., through the Recipient, a total sum of ~~\$3,338,614~~ 5,039,039.00 for the program of activity described herein. The sum of \$1,498,259 shall be paid following the execution of the Agreement, and the remainder shall be paid on a cost

reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

3. That Exhibit "A" of the Miscellaneous Appropriations Agreement is amended as provided in the revised Exhibit attached hereto and incorporated herein.

4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/23/14

**Escambia County, Florida**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

**PENSACOLA SPORTS ASSOCIATION, INC.,**  
as Fiscal Agent for Visit Pensacola, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

AMENDED  
EXHIBIT "A"  
2013/2014 MISCELLANEOUS APPROPRIATIONS  
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The Allocation of funds described below is the parties best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola's, through the Recipient, consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of ~~\$2,202,540~~ 3,872,394 related to acquiring a visitor to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expense related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~\$344,294~~ 370,320 related to the operations of the Visit Pensacola office, the Pensacola Sports Association and the Perdido Key Visitor Information Center.

Personnel: Expenses of ~~\$791,813~~ 796,325 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association and the Perdido Key Visitor Information Center.

## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- The sum of \$1,498,259 shall be paid following the execution of this Agreement. For the remainder of the year, no funding will be advanced. Subsequent reimbursements will be made upon proof of payment for eligible costs.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. **Checks are not released directly to vendors.**

Industry Metric	Definition
Tourism Development Tax	Tax Collected on lodging properties based on revenue for a rental time period. Currently at 4%
Lodging Revenue	Total room revenue generated from the sale or rental of rooms.
Direct Spending	Spending by visitors to Escambia in local businesses. Does not include a multiplier/indirect spending
Overnight Visitors	Visitors to Escambia County who spend at least one night in a lodging facility (hotel, condo, home, campground)
Hotel Average Daily Rate	Room revenue divided by rooms sold, displayed as the average rental rate for a single room. Provided by Smith Travel Research
Hotel Daily Occupancy	Rooms sold divided by rooms available multiplied by 100. Occupancy is always expressed as a percentage of rooms occupied. Provided by Smith Travel Research
Hotel RevPar	Room revenue divided by rooms available. Provided by Smith Travel Research

Visitor Information Center	Definition
VIC Walk-ins	Number of visitors entering the Visitor Information Center to get information on the Pensacola Bay Area
Inquiries	Number of people inquiring about the Pensacola Bay Area as a travel destination.
First Time Visitors	Number of visitors to the VIC who have not previously visited the Pensacola Bay Area

Sales	Definition
Number of Bookings	Number of definite groups who will be coming to Pensacola for a meeting, convention, reunion, wedding, group tour or other leisure group over a period of time.
Number of Room Nights	This is the main benchmark for our organization and represents one room occupied for one night. Overnight visitors spend significantly more in our community than day visitors
Sales Leads Issued	Number of sales leads sent to our industry partners for future room night business
Lead Room Nights	Represents the number of future room nights associated with a sales lead
Attendees	Number of people attending a meeting, convention, conference, wedding, reunion, tour or other leisure booking

Interactive	Definition
Web Unique Visitors	Unique visitors (or visitors) refers to the number of distinct individuals requesting pages from the website during a given period, regardless of how often they visit.
Click-Thru to Partners	Site visitors clicking the links to our partner websites from our site.
Visitors Guide Sign Up	Users filling out the form on our website to receive the visitor guide.
E-Newsletter Sign Up	Site visitors requesting to be added to our email list.
Accommodation Page Unique Visitors	Unique visitors browsing our partner accommodation listings.
Newsletter subscribers	Number of subscribers currently subscribed to our email newsletter.
Newsletter open rate	Indicates how many users "view" or "open" the email newsletter.
Newsletter click thru	Indicates how many clicks an email newsletter generated.

EXHIBIT "C"

Communications/Public Relations	Definition
Ad Equivalency	Assigns an equivalent advertising dollar value to editorial coverage; refers to what the editorial coverage would cost if it had been paid for, either as advertising space (in print/online) or as time (in broadcast); its disadvantage is not accounting for credibility, share-ability and authenticity of editorial coverage as compared to paid advertising content
Story Placement	Number of editorial coverage generated, in terms of print articles, online stories or broadcast clips
Media Visits/FAMS	Number of journalists who have been hosted in-market as part of a familiarization (FAM) visit, whether for editorial research and/or on editorial assignment (to generate future coverage)
Media Assists	Number of writers assisted as they prepare stories on the Pensacola Bay area.
Media Missions/Visits	Number of out-of-market visits completed by the communications team to meet with journalists in key feeder markets; media missions are traditionally completed as part of a group (e.g. VISIT FLORIDA), while desk-side visits are conducted one-on-one
Press Releases Issued	Any written communication formally issued to media, providing information on a particular topic, event or issue that's considered timely, newsworthy and editorially relevant
Blog Posts	A blog post is an entry on Visit Pensacola's blog; the entries are in date order and are listed along the side panel of the website.
Facebook Likes	A Facebook like is when a user clicks "Like" on the Visit Pensacola Facebook page, and therefore begins to see posts and interactions from Visit Pensacola on their newsfeed or home page.
Facebook Posts	A Facebook post is when Visit Pensacola posts a message, which can contain video, photos, website links and even a multiple choice question.
Tweets	A tweet is a message posted to Visit Pensacola's Twitter page, which must be under 140 characters, and then is displayed on the homepage of Visit Pensacola's followers.
Twitter Followers	A follower is someone who clicks "Follow" on Visit Pensacola's Twitter page, which allows them to receive all tweets that are sent out by Visit Pensacola on their home page.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-5978**

**County Administrator's Report 12. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Lobbying Services for Federal Assistance - PD13-14.023

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Lobbying Services for Federal Assistance PD 13-14.023 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Lobbyist Services, PD 13-14.023, between Escambia County, Florida, and Alcalde & Fay, LTD, for Lobbying Services for Federal Assistance, for a term of 12 months, effective June 4, 2014, with 2 options for 12-month renewal periods, for an annual amount of \$78,000.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

**BACKGROUND:**

Request for Proposals for Lobbying Services for Federal Assistance was advertised in the Pensacola News Journal on February 17, 2014. Responses were received from four firms all of which were reviewed by the Proposal Selection Committee. Alcalde and Fay was the number one ranked firm.

**BUDGETARY IMPACT:**

Funding: Fund 001 General Fund, Cost Center 110201, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the agreement.

**PERSONNEL:**

Angela Crawley Program Administrator is the contrat administrator.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

Agreement

Register

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## AGREEMENT FOR LOBBYIST SERVICES PD13-14.023

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (Effective Date), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Alcalde & Fay, LTD., Inc. (hereinafter referred to as "Consultant"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose principal address is 2111 Wilson Boulevard, 8<sup>th</sup> Floor, Arlington, VA 22201.

### WITNESSETH:

**WHEREAS**, Consultant is a government relations firm representing clients before the United States Congress, congressional committees, federal officials and administrative agencies, and other applicable regulatory bodies; and

**WHEREAS**, the County is in need of representation by a professional government relations firm for the purpose of advancing its financial and programmatic needs at the federal level of government.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. Consultant agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of one year, commencing on June 4, 2014, and ending on June 3, 2015, with two (2) automatic one (1) year renewal periods unless either party notifies the other, in writing, at least sixty (60) days prior to the expiration of the term of its intent not to renew.

Upon the mutual agreement of the parties this Agreement may be extended for an additional six (6) months. The parties shall provide written notice of their desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period.

3. Scope of Services. Consultant agrees to provide professional federal lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services attached hereto as **Exhibit "A"** and as provided in correspondence from the Consultant attached hereto as **Exhibit "B"**. Consultant agrees to direct questions regarding the County's needed services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant agrees to use its best efforts in its representation of County. County understands that Consultant cannot guarantee certain results will be obtained.

4. Compensation. In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant an annual retainer fee of **Seventy Eight Thousand Dollars (\$78,000.00)**. The retainer fee shall be paid in twelve monthly payments of **Six Thousand Five Hundred Dollars (\$6,500.00) Dollars**.

The County agrees to pay Consultant up to **Four Thousand Dollars (\$4,000.00)** for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney. Consultant agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

The Parties agree annual fees and expenses for lobbyist services provided under this Agreement shall not exceed a maximum total of **Eighty Two Thousand Dollars (\$82,000.00) Dollars**.

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 90 days written notice to the other party. Either party may terminate this Agreement for breach of any provision contained herein upon 30 days notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in

Paragraph 7 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. Consultant shall procure and maintain, at its sole expense during the term of this Agreement, Worker's Compensation Insurance with limits are required by state law as well as a commercial umbrella general liability insurance with a minimum amount of \$1,000,000.

Consultant's insurance shall be written by a company or companies licensed to do business in the State of Florida. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the County.

Consultant agrees to make no changes to coverage without notice to County and shall not permit the coverage to expire, be cancelled or not be renewed due to an act or omission by Consultant.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Alcalde & Fay, LTD, Inc.  
Attention: Marion Turner  
2111 Wilson Boulevard, 8<sup>th</sup> Floor  
Arlington, VA 22201

To: Escambia County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which

period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title:

Date:

*Kathal ACF*  
2/17/14

**COUNTY:**  
**BOARD OF COUNTY COMMISSIONERS**  
**ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Lumon J. May, Chairman

**ATTEST: PAM CHILDERS**  
Clerk of the Circuit Court

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

**CONSULTANT: ALCALDE & FAY, LTD, INC.**

By: \_\_\_\_\_

ATTEST: Corporate Secretary

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Corporate Seal)

Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

The Consultant will represent the Escambia County Board of County Commissioners (County) before the United States Congress, including its committees, and agencies beginning in calendar year 2014. The goal of such representation will be to secure legislation and funding for programs and projects that have been identified by the County as priorities.

#### Responsibilities:

Explicit responsibilities of the Consultant shall include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist in advancing the County's efforts. Consultant will also alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.
2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request(s) outlined herein.
  - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.
3. The Consultant shall advocate positions before the United States Congress, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:
  - a. Transportation Funding Alternatives
  - b. Economic Development Incentives
  - c. Transit
  - d. Health Insurance
  - e. Other (e.g. grants and/or Oil Spill related issues)

#### Revisions:

The County may suggest revisions to this Scope of Services highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.



**Specific Performance:**

Specific activities and deliverables by/from the Consultant shall include the following:

Perform as a lobbyist for the County, managing the activities in accordance with County direction, of all of its personnel hired in the capacity of providing The Lobbyist must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. The Successful Provider will:

1. Communicate directly with the County Administrator, Assistant County Administrator or their designee to secure sponsors for proposed bills or amendments to federal law.
2. Require Discussions with State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed. Request attendance of County Staff (County Administrator, Assistant County Administrator, or their designee) to travel to meetings to assist if needed.
3. Attend congressional meetings, when necessary.
4. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
5. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a monthly summary of appropriations activities on behalf of the County.
6. Travel to Escambia County, as necessary, to consult with County staff and the Board of County Commissioners in the development, review, and follow-up of appropriations issues. Travel other than the two annual required trips will be reimbursed in accordance with Florida State Statue 112. (We will utilize video and phone conference systems)
7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.
8. If possible identify criteria for eligibility, which may include replacing or modifying existing request.
9. Monitor appropriations and forward pertinent information to the County Administrator, Assistant County Administrator, or designated staff on a weekly basis.

10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.
11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.
12. Research and gather socioeconomic and other information to support the COUNTY'S issues, to heighten the Federal government's awareness that the COUNTY has significant and demonstrated needs and, in general, that the COUNTY has not historically received its "fair share" of appropriations.
13. The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate federal agencies, elected officials and staff.

ALCALDE & FAY  
ATTORNEYS

COMPREHENSIVE FEDERAL GOVERNMENT RELATIONS  
AND GRANT CONSULTING SERVICES  
ESCAMBIA COUNTY, FLORIDA



MARCH 11, 2014

SOLICITATION NUMBER: PD 13-14.023

F. MARION TURNER  
ALCALDE & FAY GOVERNMENT AND PUBLIC RELATIONS  
2111 WILSON BOULEVARD, 8<sup>TH</sup> FLOOR ~ ARLINGTON, VIRGINIA 22201  
(703) 841-0626 ~ TURNER@ALCALDE-FAY.COM





# ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

March 11, 2014

Claudia Simmons, CPPO  
Office of Purchasing, Room 11.101  
213 Palafox Place 2<sup>nd</sup> Floor  
Pensacola, Florida 32502

Dear Ms. Simmons:

In accordance with Escambia County's request for proposals for federal lobbying services, the following is Alcalde & Fay's proposal to continue to provide federal lobbying services to the county. We have been honored to represent the county since 2011, and we are proud of our Federal advocacy record on behalf of the county. We would very much welcome the opportunity to continue our representation of Escambia County here in Washington.

Our proposal provides a detailed description of our firm's expertise and lengthy history of successful Washington representation for Escambia and other similar counties. Our proposal speaks to our firm's 40 years of proven success in effectively helping our clients to obtain positive resolution of issues involving federal departments and agencies that impact local government.

Over the course of our representation of Escambia County, we are proud to have not only played an integral part in the drafting and passage of the *Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011*, also known as the RESTORE Act, but we continue to work with the various Federal Agencies involved in implementing this important law that will soon provide millions of dollars to Escambia County priorities.

Another success comes with the recent House passage of legislation to allow fee-simple title transfer of leased lands on Santa Rosa Island. Efforts continue in the Senate to move the bill, and Alcalde and Fay hopes to continue those efforts in conjunction with County Officials and the Florida Senators. Recently passed legislation to delay significant increases in flood insurance premiums also come as a result of direct lobbying efforts of our firm, local officials, and the Florida Association of Counties, with whom we have a strong working relationship. Finally, we are proud of our work to protect full funding for Community Development Block Grant (CDBG) funding, and are currently working with your Congressional Delegation and the Department of Transportation to obtain long overdue permits for improvements to Sorrento Road.

We work closely with your U.S. Senators and Members of Congress, and have developed strong relationships with other key Members of Congress and federal agency executives through our broad base of Florida clientele and entire firm portfolio. These relationships along with our legislative expertise make Alcalde & Fay uniquely qualified to continue our representation of Escambia County so that we may achieve your federal legislative and grant funding goals.

With Congress looking at budgetary and fiscal matters, along with addressing such key areas as transportation, water resources, economic development, along with tax and immigration reform, we know that our representation will continue to produce outstanding results.

Sincerely,

F. Marion Turner  
Partner

# ALCALDE & FAY

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## QUALIFICATIONS

### OVERVIEW

Alcalde & Fay is a Federal government and public affairs firm located in Arlington, Virginia, a short distance from the nation's Capital. The firm was founded in 1973 by Hector Alcalde, after serving as the chief of staff to a congressman for more than 11 years.



For 40 years Alcalde & Fay has successfully managed issues and represented a broad range of clients before the United States Congress and the Executive branch. The firm has built a distinguished reputation for effective public policy representation on behalf of numerous public bodies and a variety of corporations including those in the transportation, maritime, environmental, energy and defense industries.

The firm counts 45 partners and professionals on its staff including a former Member of Congress, senior staff from Capitol Hill and the Executive Branch, and presidential appointees who reflect a rich diversity in both background and expertise. Other partners and associates have backgrounds in public relations, journalism, marketing and law. Drawing on the expertise of our staff, we are able to provide effective advocacy on behalf of clients with Congress, regulatory agencies, the White House and numerous Federal agencies.

Over the years, we have worked closely with many members of Congress, congressional staff and political appointees, several of whom are in positions of seniority and leadership. These relationships, combined with our understanding and experience in the public policy decision-making process in Washington, enable us to be effective advocates for our clients' goals.

### LOCAL GOVERNMENT EXPERTISE

Alcalde & Fay was one of the first government affairs firms to specialize in Federal advocacy for public bodies across the country. Since our inception we have represented a broad spectrum cities, counties, seaports, airports, transportation authorities and public entities.

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**"DEAN OF LOBBYISTS"**

- Florida Trend Magazine

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Currently, our firm provides services to approximately 80 public body clients nationwide, including more than 40 Florida city, county, and local government districts. Our substantial roots in Florida and extensive experience in advising local governments has led to *Florida Trend* referring to our firm as "the dean of lobbying for Florida communities."

On their behalf, we assist in navigating the legislative, appropriations, and authorizing processes on Capitol Hill and the competitive grant, regulatory and policy processes within Federal departments. Our range of expertise is broad and substantial: from transportation and infrastructure projects to those related to environment and water resources; law enforcement and emergency services; community and economic development; health and social services; among others.

This breadth of expertise is a great benefit to our local government clients, particularly in developing creative solutions to the most complex problems.

## BIPARTISAN CONGRESSIONAL RELATIONSHIPS



Recognized as a bipartisan firm, the partners and personnel of Alcalde & Fay are drawn from both political parties and have among them close working relations with key legislators and staff on both sides of the aisle.

Alcalde & Fay will make it a priority to maintain good working relationships with the entire Florida Congressional Delegation, including Senators Bill Nelson (D) and Marco Rubio (R), and Representative Jeff Miller (R), as they will provide a strong base of support for implementing your Federal Legislative Agenda.

In addition to a rapport with your Congressional Delegation, it is critical that your lobbyist has solid working relationships with key committee chairmen, ranking members, and senior staff. At Alcalde & Fay that *is* our strength. For four decades, we have worked with leadership and senior staff of many of the congressional committees that would be important to Escambia County, including the House and Senate Appropriations Committees, House Transportation and Infrastructure Committee, and the Senate Committee on Environment and Public Works.

Each of these Committees play a critical role in legislation affecting Escambia County, and our professional work with Congressional Committee members and their staff will be beneficial in advocating on behalf of the county priorities. Our long-standing relationships based on professionalism and mutual respect enable us to "stay ahead" of developments that might be a priority to our clients and allow us an opportunity to provide input while legislative initiatives are in their earliest evolutionary stages.

## EXECUTIVE BRANCH RELATIONSHIPS

In addition to Capitol Hill, Alcalde & Fay's long-term relationships extend well into the ranks of political appointees and senior career staff in many of the Federal agencies.

We have extensive contacts and significant experience working with several Federal departments that provide Federal assistance to cities, including the Departments of Commerce, Energy, Homeland Security, Housing and Urban Development, Interior, Justice, Labor, and Transportation, and the Environmental Protection Agency and Army Corps of Engineers.



These relationships will prove to be a great asset to the county as these agencies administer several programs that provide for competitive grant funding that would benefit the county. We work closely with departmental officials to monitor trends and priorities amongst Federal programs and will work to refine your grant proposals to ensure they reflect Administration funding objectives.

Additionally, we regularly facilitate meetings with senior program officers within the agencies, engaging in an extensive, coordinated program of visitations with key developmental offices. Visits of this nature provide high visibility for the county's projects at executive agencies and can be critical to a successful grant strategy. Likewise, these visits are an important component of an educational campaign that draws attention to the issues the county faces.

## PROPOSED CLIENT TEAM

To ensure effective representation on behalf of our clients, we have found it useful to employ a team approach drawing on partners and associates whose expertise would best assure success on your behalf. As with any good organization, our greatest strength, and your best assurance of our successful service on behalf of the County, resides in the team that we would assemble to represent your interests in Washington. Although different members of the client team may take the lead on various projects, each of the team members would be knowledgeable about the County's objectives. The client team leader would be the County's main point of contact.

The proposed client team for Escambia County is **F. Marion Turner, Jim Davenport, Josh Gaboton, and Trace Roller**. Each of these individuals has substantial experience in representing Florida counties and cities in Washington.

*F. Marion Turner, Client Team Leader*



Marion Turner, Partner, joined Alcalde & Fay in 2012, bringing to the team more than two decades of experience in government and public affairs. Serving several years as an assistant to Senator Connie Mack (R-Florida), Mr. Turner has detailed experience representing local government, financial services, transportation infrastructure, energy and utility clientele. His expertise includes the tracking, monitoring and influencing of all legislative activity within the infrastructure, public works, environment, transportation, banking, telecommunication and electric utility arenas.

Mr. Turner has extensive experience working with the respective authorizing committees within Congress to shape Federal policies pursuant to client specifications. In addition, Mr. Turner tracks the development of federal appropriations bills and all congressional budget negotiations. He has helped to secure hundreds of millions in appropriations, authorization and competitive grant successes for clients during his career.

Prior to joining Alcalde & Fay, Mr. Turner served nearly five years as a Senior Vice President at MWW Group, where he managed the firm's local government practice. Before that, he served as Deputy Director of Government Relations for the law firm of Jordan Burt, LLP. During his time at Jordan Burt, Mr. Turner represented a number of the firm's financial services clients, achieving victories for them in both the Gramm-Leach-Bliley and Sarbanes-Oxley regulatory reform bills. He also played a key role in the passage of the Terrorism Risk Insurance Act (TRIA) of 2002, legislation creating a federal "backstop" for insurance claims related to acts of terrorism.

Mr. Turner works closely with the firm's local government clients on appropriations lobbying, grants strategies, and collaboration with federal agencies and other local government lobbying organizations, such as the US Conference of Mayors (USCM), the National League of Cities (NLC), and the National Association of Counties (NACO).

He is a native of Pensacola, Florida and an alumnus of the University of Florida, where he received a bachelor's degree in English.

*Jim Davenport, Esq.*



Jim Davenport, Partner, joined the firm in 1999. He manages many of the firm's public clients from Florida on a wide array of issues including economic development, transportation, education, environmental issues, and criminal justice. In this role, he works closely with numerous members of Congress and their staff, the Department of Justice, the Department of Housing and Urban Development, the Environmental Protection Agency, the Corps of Engineers, the Department of Transportation, and many other Federal agencies.

Mr. Davenport has been effective in helping public clients secure millions of dollars in federal funding for projects ranging from bridges, roads, beaches and waterways to school programs, health initiatives, water and sewer systems and technology for law enforcement personnel. He is an experienced tactician in navigating the congressional legislative process and the federal agencies to obtain funding and legislative language on behalf of his public body clients.

In addition to his work in securing appropriations and authorizations for his clients, Mr. Davenport consults and advises clients on the Federal budget and congressional appropriations process, agency rulemakings, legislation, and Administration policy. He has positioned his public clients to benefit from Federal laws and policy affecting local governments.

Mr. Davenport has been active in government and public affairs for thirteen years. Prior to joining Alcalde & Fay, he served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York where he worked on a broad range of issues including economic development and health care. He also served as an associate for Wehner & York, LLP, handling election law.

Mr. Davenport graduated from St. Lawrence University in New York with a bachelor's degree in government. He obtained a law degree from The Catholic University of America in Washington, DC.

*Joshua Gaboton*



Joshua Gaboton, Partner, lobbies Congress and the Executive Branch on numerous subject matters including appropriations, transportation, energy, telecommunications, economic development, and water resources.

Prior to joining Alcalde & Fay, Mr. Gaboton, served as a Principal for a Government and Public Affairs Firm in Washington, DC, where he accrued an impressive record of securing federal funds and legislative victories for municipalities nationwide.

Mr. Gaboton spent more than eight years on Capitol Hill under the leadership of former Chairman of the House Committee on Transportation and Infrastructure, John L. Mica. Mr. Gaboton advised the Chairman on issues involving appropriations, Army Corps of Engineers, homeland security and transportation. He also counseled the Congressman on domestic policy pertaining to telecommunications, energy, housing and education.

Mr. Gaboton holds a bachelor's degree in History and Political Science from the University of Central Florida.

### *Trace Roller*



Trace Roller, Associate, works on behalf of several Alcalde & Fay municipal clients on a broad range of issues, including workforce and economic development and public safety.

Prior to joining the firm, Mr. Roller served on the legislative staff at the Texas Department of Agriculture, and later as Legislative Assistant in the Texas House of Representatives. Mr. Roller began his public affairs career serving on staff with Senior Rules Committee member Congressman Pete Sessions of Texas.

Active in government and public affairs for more than a decade, Mr. Roller has extensive experience advocating on behalf of varied clientele of public and private entities at both the Federal and State government level. At Alcalde & Fay, Mr. Roller assists several public clients with shepherding their appropriations and authorizing requests through the legislative process, as well as serves on the Firm's Grant Writing Team, specializing in economic development and infrastructure grants.

A native of Texas, Mr. Roller holds a Master's Degree in Political Management from the George Washington University, and a B.S. Degree from Texas A&M University.

### **SUMMARY OF WORK AND EXPERIENCE RELATIVE TO THE SCOPE OF SERVICES**

The Escambia County client team and Alcalde & Fay staff are well prepared to provide a full spectrum of federal government relations services. The scope of service in the County's RFQ is quite similar to the services we provide for many of our public clients. Our federal government relations efforts for Escambia County will continue to include:

- ✓ Helping to secure appropriations and federal grant funding;
- ✓ Monitoring, analyzing, and reporting federal regulations and legislative proposals of interest to the County; facilitating meetings between County and federal government



officials in the legislative and executive branches; advocating the County's positions and projects before members of Congress, congressional committees and staff, and federal agency officials; and

- ✓ Providing monthly progress reports and an after-session report.

This list of activities is not limited to other items included under the County's Specific Performance section.

Alcalde & Fay has a 40 year history of successfully representing local governments in areas of interest to Escambia County, including transportation and transit funding and policy; economic development incentives; health insurance, policy and funding; and other matters of importance to cities and counties. Below we have documented some relevant experience on these and other issues.

### *Transportation and Transit Funding and Policy*

Alcalde & Fay has long been considered a specialist in the federal transportation funding and policy field, and has established a solid track-record in assisting our clients obtain funding for major projects.



F. Marion Turner, who currently serves as client manager for Escambia County, has over 19 years of experience advocating for many of our clients' transportation objectives. Jim Davenport also represents several clients with transportation needs. In addition, firm partner Josh Gaboton, who would be available as needed, spent a number of years on the staff of Rep. John Mica (R-FL), who recently served as Chairman of the House Transportation and Infrastructure (T&I).

Furthermore, all three have strong contacts at various agencies within the Department of Transportation. Finally, firm partner Paul Schlesinger, previously served as Staff Director of the House Transportation and Infrastructure Committee, and can ensure the County's requirements are understood by key decision-makers on Capitol Hill.

Notably, the Center for Public Integrity rated us as one of "Washington's biggest bats" in the transportation lineup based on total client list.

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**"WASHINGTON'S BIGGEST BATS IN  
THE TRANSPORTATION LINEUP"**

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- Center for Public Integrity

Alcalde & Fay has successfully lobbied for the highway, bridge, rail, bus and bike and pedestrian projects in transportation reauthorization and appropriations legislation, and is well prepared to work on behalf of the County's priority transportation needs as transportation legislation is considered and federal grants and financing remains available.

Since our founding, Alcalde & Fay has actively advocated on behalf of transportation entities on policy, appropriations, authorizations, and tax issues. Most of our public clients have had substantial transportation needs that we were proud to provide assistance in fulfilling. We are also well-versed in transit issues and currently represent sizeable public transit and transportation agencies including the Miami-Dade Transit Department, the Sonoma Marin Area Rail Transit District, California and the Transportation Agency of Monterey County, California.

Because of this experience, we have developed innovative and effective funding strategies for our clients so that they are able to meet the demands of major development projects - including intermodal transportation facilities, light rail projects, buses and bus facilities, highways and roads, and a variety of pedestrian, bicycle system and streetscaping improvements. Below is a small sampling of transportation projects in which our clients were successful in securing funding in authorizing and appropriations legislation.

- ✓ **\$56.5 million** to widen and improve I-4, Hillsborough County, FL
- ✓ **\$11.6 million** for the widening of State Road 50, Lake County, FL
- ✓ **\$7.875 million** for improvements to State Road 80, Hendry County, FL
- ✓ **\$3.2 million** for Platt Street Bridge, Hillsborough County, FL
- ✓ **\$1.22 million** for the Belleview Bypass and Baseline Road project, Marion County, FL

### *Economic Development*

Alcalde & Fay has worked extensively on behalf of our public clients to obtain funding that would spur economic development in cities and counties in Florida. Our work includes pursuing federal resources for master plans, downtown improvement, urban redevelopment and parks.



The main source of federal funding for local governments in these areas comes from the Department of Housing and Urban Development's (HUD) budget, which is funded under the annual Transportation, Housing and Urban Development and Related Agencies

Appropriation Bill. In addition, funding is also provided through the Economic Development Administration (EDA).

We have also worked on behalf of clients with HUD to advocate for Section 108 loans for communities needing a source of financing for economic development, housing rehabilitation, public facilities, and large-scale development projects. Additionally, we have supported maintaining Community Development Block Grants (CDBG) along with EDA grants for revitalization and reuse of idle and abandoned industrial land and facilities. A summary of several of our clients' successes include:

- ✓ **\$1.68 million** for workforce training center, Hillsborough Community College, FL
- ✓ **\$950,000** for the Pearl City Master Plan, Boca Raton, FL
- ✓ **\$502,500** for an urban retail development project, Riviera Beach, FL
- ✓ **\$300,000** to revitalize downtown, Clearwater, FL
- ✓ **\$196,514** for Business Resource Center and Business Development Training, Lauderdale Lakes, FL

### *Health Insurance, Policy and Funding*

The Patient Protection and Affordable Care Act (PPACA) and Health Care and Education Reconciliation Act of 2010 (HCERA) included several key provisions that took effect in 2010, including the creation of a national high-risk pool for people with pre-existing conditions who cannot buy insurance on their own, tax credits for small businesses that obtain health coverage for their workers and assistance for Medicare beneficiaries with high drug costs who get hit by the drug benefit's coverage gap.



Since its enactment, the healthcare reform bill has been criticized by House and Senate Republicans who have sought to eliminate many of the bill's prevention and public health funding initiatives as a means of reducing the deficit. As such, we have provided our clients with updates on congressional efforts regarding healthcare program funding and policies and continue to work with them to identify issues that could potentially be of interest to them.

One of the features of the PPACA that could affect Escambia County is the creation of a new 15-member Independent Payment Advisory Board (IPAB) composed of health care, health policy, and health economics experts, as well as representatives of employers, third-party payers, consumers, and the elderly. The Board, which will be appointed by the President but subject to Senate confirmation, is responsible for presenting Congress with proposals for reducing excess Medicare cost growth.

In years when Medicare costs are projected to exceed a target rate, the Board will be required to make a proposal to reduce cost growth, which will go into effect unless Congress develops an alternative proposal. Restrictions on the Board's proposals will limit the Board largely to reducing Part C or Part D expenditures. In practice this board could institute cuts that harm an area like Escambia County more acutely than other metropolitan areas.

In addition to our work on health policy, below are examples of health-related projects where our clients have received federal assistance:

- ✓ **\$1 million** for community-based AIDS-HIV housing, Hillsborough County, FL
- ✓ **\$797,000** for substance abuse and mental health programs, Community Rehabilitation Center, FL
- ✓ **\$285,000** for the Community Dental Clinic, Hillsborough Community College, FL
- ✓ **\$95,000** for the Nurse Family Partnership, Children's Services Council of Palm Beach County, FL

#### *Water Resources and Wastewater Treatment*

Alcalde & Fay's experience in helping clients obtain congressionally directed funding for wastewater treatment programs could also benefit the County. Our firm has worked extensively with the Environmental Protection Agency (EPA), U.S. Army Corp of Engineers, and the U.S. Department of Agriculture – all of which have programs to fund water and wastewater projects. In the past, we have been able to assist clients achieve funding for a variety of water and wastewater projects, such as:



- ✓ **\$30.059 million** for Florida Keys Water Quality Improvement Program, Key West, FL
- ✓ **\$3.4 million** for wastewater and sewer infrastructure improvements; and \$950,000 for wastewater infrastructure to replace septic tanks in a mobile home park, North Miami Beach, FL
- ✓ **\$2.85 million** for wastewater and reclaimed water infrastructure improvements, Clearwater, FL
- ✓ **\$1.4 million** for development of a regional stormwater retention facility, Clearwater, FL

We also worked closely with the Florida Congressional Delegation and the EPA during the establishment of numeric nutrient criteria for phosphorus and nitrogen in Florida's springs, lakes, rivers, streams and canals. As Escambia County knows, the implications of the proposed rule were far-reaching, as they could have placed approximately 75% of Florida's water bodies in the noncompliant or impaired status, requiring costly investments in new treatment processes.

Working with FAC and a coalition of Florida counties, we were successful in having EPA adopt the state's criteria, thereby maintaining adequate water quality without bringing down serious unfunded mandates on strapped local entities in Florida.

### *Public Safety-Homeland Security*



With regard to law enforcement, homeland security, and public safety, many of our municipal clients have benefited from our representation in this area. Public safety and law enforcement issues are bipartisan issues that have broad support, particularly in regards to funding for first-responders, communication interoperability, and crime prevention. Alcalde & Fay has a strong record of helping clients obtain federal funds from grants and the appropriation bills that fund the Departments of Justice and Homeland Security. We continuously monitor and advocate that resources be directed toward crime-fighting technology, juvenile delinquency programs, emergency responders, and a wide array of other homeland security related justice enhancements for our public clients, as they are on the front lines of law enforcement and crime prevention. Samples of our client's successes in obtaining support for crime prevention and homeland security programs and projects are included below:

- ✓ **\$\\$1.8 million** for an Emergency Operations Center, Lake County, FL
- ✓ **545,200** for emergency operations communications equipment, Hendry County, FL
- ✓ **\$500,000** for law enforcement technology, Okaloosa County, FL
- ✓ **\$450,000** for Methamphetamine Enforcement and Cleanup, Hillsborough County, FL

### *Oil Spill*

Over the past 3 years representing Escambia County, Marion Turner and Jim Davenport have played key roles in efforts to direct funding to the Gulf Coast in the wake of the Deepwater Horizon Oil Spill. Efforts began with the monitoring of the NRDA process and assisting the county in tracking those dollars.

In addition to NRDA, Alcalde & Fay also tracked and reported on additional Transocean settlement funds being controlled by the National Fish and Wildlife Foundation (NFWF).



Relationships have since been established with NFWF staff members, who have subsequently met with County Officials to discuss project funding.

Our greatest success, however, has been the passage and implementation of the RESTORE Act (*Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act*).

This legislation directs 80% of any fines levied through the Clean Water Act back to the 5 Gulf Coast States. Furthermore, 35% of that total is split equally among the 5 states, and in the case of Florida's allocation, 75% of those funds are sent directly to the 8 panhandle counties, including Escambia, which received the worse economic and environmental impacts.

Mr. Turner and Mr. Davenport, working with Senator Nelson's and Representative Miller's offices, were intimately involved in the drafting of this legislation and fought to ensure that not only will the funding be sent directly to Escambia County, but also that a significant portion may be used for economic development activities. The legislation now resides in the rulemaking phase, where Alcalde and Fay are working with the numerous federal agencies involved in project selection to secure rules and procedures that give the greatest flexibility to Escambia County. In addition, we have developed a strong working relationship with other county consultants with regard to this process and hope to continue those relationships in the future.

#### **CURRENT FLORIDA PUBLIC ENTITIES**

Our commitment to client service is clear by the number of clients who have retained us for many years. We would be pleased to offer any of our clients as references and have provided you with a list of our current Florida public entity clients in the Appendix.

#### **AVAILABILITY AND ACCESSIBILITY TO PENSACOLA**

Alcalde & Fay is located in Arlington, Virginia, a short distance from our nation's capital. While we do not have an office in Florida, because we could not effectively lobby the U.S. Congress and Executive Branch from such a distance, we make ourselves available to our Florida clients by phone, email and video conferences.

In addition, Marion Turner, the team leader, is a native of Pensacola. He returns there often to visit family and friends and schedules meetings with County Commissioners and staff during those personal trips. Mr. Turner also has long-standing relationships with the Mayor of Pensacola, City Commissioners, and other important members of the Pensacola business community, making him a unique asset to the County's Federal team.

## PERMISSION TO CONTACT REPRESENTED ENTITIES

Alcalde and Fay gives permission and encourages Escambia County to contact any of our existing or former clients to discuss current and past performance.

## ADDITIONAL QUALIFICATIONS AND EXPERIENCE

Another important issue Alcalde and Fay has been working on as the County's current Federal Representative is the effort to pass legislation granting leaseholders on Santa Rosa Island the option of obtaining fee-simple title transfer of their leases. With property appraisers in Escambia and Santa Rosa County taxing improvements as well as the land value, federal legislation is needed to change a situation where leaseholders are being taxed as if they are landowners.

We are proud to report that years of effort on behalf of our firm and county officials have culminated in House passage of legislation, H.R. 2954, the *Public Access and Lands Improvement Act*. The bill, sponsored by Rep. Miller, now awaits action in the Senate, where both Senators Nelson and Rubio are supportive.

Although a number of obstacles remain with the National Park Service, we remain excited about Senate action in the coming months and sincerely hope to be able to continue our advocacy of this important bill.

## EXPERIENCE WITH OTHER GOVERNMENTAL ENTITIES

### IN-HOUSE FEDERAL GRANTS DEPARTMENT

Integral in our lobbying efforts, Alcalde & Fay provides a comprehensive package of grants services to its diverse clientele via our In-House Grants Department. We utilize a multi-dimensional approach in the pursuit of grant funding and employ a number of unique strategies to ensure client success.

First and foremost, your Alcalde & Fay team will outline the standard funding opportunities that exist and are frequently used by other communities. If there are any projects that fit these or other common grant opportunities, your team will instruct you on what strings are attached in receiving the funding, assist in drafting and submitting the necessary paperwork, and follow up with the respective Federal agency.

Secondly, Alcalde & Fay monitors grant opportunities on a daily basis and regularly sends out our *Grant Alert for Local Governments* identifying Federal grant opportunities. An example of our most recent Grant Alert is included in the Appendix.

The purpose of this alert is to continue the dialogue between our team and county staff in case you recognize a grant that would support a county project or program. As we identify pertinent grant solicitations, Alcalde & Fay's grant writing staff is available to offer a broad range of Federal grant services including:

- ✓ Customized prospecting services,
- ✓ Grant writing and Application Development
- ✓ Peer Evaluation and Critique Services, as well as
- ✓ Work to develop congressional support for the projects and to coordinate the inclusion of Congressional letters of support in the application package.



We closely monitor trends and priorities among grant programs (Federal, State and Foundation) and engage in extensive coordination with key departmental offices and executive agency personnel - ensuring grant proposals reflect funding objectives and receive the highest possible visibility and consideration.

Similarly, we will coordinate any meetings required with program officers at Federal agencies on your behalf. Engaging in an extensive, coordinated program of visitations with key developmental offices can be critical to a successful grant strategy. Visits of this nature



provide high visibility for Escambia County and its projects at executive agencies, and can be an important component of an educational campaign that details the issues the county faces.

### *Recent Grant Successes*

*Alcalde & Fay most recently assisted a number of its clients obtaining more than \$32 million in competitive grant funding in the last two years alone.*

Examples of funding awarded to local government entities include:



#### *Alachua County, Florida*

\$2,194,324 in competitive grant funding under FEMA's Staffing for Adequate Fire & Emergency Response (SAFER) program to hire an additional twenty-two firefighters



#### *City of Bunnell, Florida*

\$4.2 million in cumulative grant funding under the USDA Water and Wastewater Program for city water plant improvements and upgrades



#### *Contra Costa County, California*

\$750,000 under the Juvenile Justice and Delinquency Prevention 2<sup>nd</sup> Chance Act Program to provide pre- and post-release services to inmates to aid successful reintegration, increase public safety and reduce recidivism by 50% in the County.



#### *City of Deerfield Beach, Florida*

\$28,860 under the FEMA Fire Prevention and Safety (FP&S) program to implement a "fall prevention" education program for the elderly population



FEMA

#### *Flagler County, Florida*

\$486,288 grant under the Department of Homeland Security - FEMA Assistance to Firefighters Grant Program for the County's efforts to replace 15 cardiac monitor/defibrillators which have become outdated and obsolete



#### *Golden Gate Bridge Highway & Transportation District, California*

\$3.86 million in cumulative funding under the Department of Transportation (DOT) Ferry Boat Discretionary Program for ferry terminal passenger access improvements and ferry fuel system.



#### *Hendry County, Florida*

\$904,895 in competitive grant funding under the COPS Hiring Program to hire five school resource officers



*City of Lauderdale Lakes, Florida*

\$1,570,920 under the FEMA Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program to restore five career firefighter positions previously eliminated due to financial constraints



\$250,000 in competitive grant funding under the COPS Hiring Program to hire an additional five new officers.



*Melbourne International Airport, Florida*

\$1.5 million under the Economic Development Administration for construction of an airport apron to attract new airlines to the Airport



*City of Miramar, Florida*

\$1,985,160 under the FEMA SAFER Program to hire 12 new firefighters to staff a new engine company in the City



\$40,000 in competitive grant funding under the Scotts Miracle-Gro GRO1000 Gardens and Green Spaces Award Program to enhance a community garden



\$240,000 in competitive grant funding under the FEMA Assistance Firefighters Grant (AFG) Program for the purchase of an Advanced Life Support Ambulance



*City of San Marcos, California*

\$782,640 under the Department of Transportation TCSP Program for a pedestrian/bicycle bridge critical to development of transit-oriented development

*City of Sanford, Florida*



\$1,133,670 in competitive grant funding under the COPS Hiring Grant Program to hire an additional 6 sworn police officers



*Sonoma County, California*

\$650,000 under the DOT Small Community Air Service Development Program to support the establishment of new air service from Sonoma County, CA to Denver International Airport (DEN) in Denver, Colorado by Frontier Airlines

**ADDITIONAL AGENCY-SPECIFIC ADVOCACY**

Our relationships with federal officials and staff will also be an asset to the County if it encounters a problem that falls under a federal agency's jurisdiction. Often, a public client will need to cut through bureaucratic red tape and work with the appropriate federal agency in

order to solve a problem expeditiously. Essentially, we have the capabilities to assist the County with those matters and have provided some examples of client successes.

- Helped to secure a Special Temporary Authorization from the Federal Communications Commission for continued use of the city's police, fire and rescue wireless services, relieving the city of large fines while the city finished its application materials, Boca Raton, FL
- Assisted in successfully challenging the 1996 Census increasing the population to over 50,000, enabling the city to become eligible for federal funding for which they were not previously considered, Deerfield Beach, FL
- Helped to obtain approval from the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act to allow for maintenance dredging in the Intracoastal Waterway in a CBRA unit, Florida Inland Navigation District, FL
- Helped to secure policy revision to permit nonfederal monies spent on seismic retrofit of bridge work to count toward local share of any federal funds utilized in future. This provision was critically needed to allow retrofit work to commence, Golden Gate Bridge, Highway and Transportation District, CA
- Worked with Department of Transportation to overturn decision made in the region and so allow transportation monies to be used for rail restoration of immediate importance to freight railroad, Golden Gate Bridge, Highway and Transportation District, CA
- Worked with Federal Highway Administration to resolve their mistake on availability of funds and thus allow release of previously earmarked monies, Transportation Agency for Monterey County, CA
- Reversed position of Environmental Protection Agency mandating that they adopt and implement a plan (at a federal cost of \$865,000) to actively treat and remove contamination from the City of Riviera Beach's drinking water. Subsequently, we initiated an investigation by the EPA Ombudsman of the EPA's handling of the City's contaminated water problem.

This action led to the EPA's decision to cover the operation and maintenance costs of the City's air strippers, relieving the City of an \$880,000 expense and led to an additional \$500,000 in grant funding from EPA for operation of the City's airstrippers, Riviera Beach, FL.

## TECHNICAL APPROACH

### DEVELOPMENT OF FEDERAL AGENDA

Alcalde & Fay's efforts on behalf of each client are tailor-made to meet that client's needs. We pride ourselves in our commitment to service and attribute our high client retention rate to that service. The firm's approach with both new and current clients includes:

- Continuous communication with the client and key decision makers in Congress;
- Understanding the agendas of those from whom we are requesting assistance so we can fit our client's objectives into that agenda;
- In-depth knowledge of the programs and issues of importance to our clients;
- Access to decision-makers; and
- Creative and persistent pursuit of our client's goals.



Upon commencement of our contract, we would immediately begin working with County officials to establish a Federal legislative agenda based on your objectives. This agenda would result from discussions with you in which we would gather specific information about your projects. In consultation with County staff, we would then perform a candid appraisal of each specific objective and design and implement a strategy that raises the consciousness and awareness of issues relating to Escambia County with your Congressional Delegation and Executive branch agencies.

As a firm that has been representing public entities in Washington for 40 years, we are well equipped to assist Escambia County which includes:

- Identifying, pursuing and protecting essential Federal grant and program funding critical to the county in annual appropriations legislation;
- Providing comprehensive grant services – including working with the county to submit successful Federal grant applications;
- Expanding Escambia County's role in Federal policy, working to develop new opportunities for economic development and grant programs;
- Working to support or oppose legislation, regulations and policy that would either benefit or harm the Escambia County or its residents;

- Fostering and enhancing relationships with Members of Congress and Executive Agency officials; and
- Organizing Washington “Fly-In” to meet with Florida Congressional Delegation and Federal Agencies to advocate on behalf of the county’s priorities.

## CONGRESSIONAL BUDGET APPROPRIATIONS



Congress employs numerous ways to fund portions of projects so local governments can develop plans, implement change, and enhance their communities. A core part of our practice is assisting cities and counties secure funding through the appropriations and grant process.

Congress annually considers several appropriations measures that provide funding through grants for numerous activities, such as transportation, housing and community development, energy and environment, education, as well as homeland security and public safety. We are experts in helping our clients navigate this process and our efforts have aided our clients in achieving hundreds of millions of dollars of funding over our long history.

With Washington’s current emphasis on cutting Federal spending and Congress operating under a moratorium on congressionally-directed appropriations (i.e. earmarks), the need to be creative in identifying sources of funding and strategically positioning the county’s priorities is more important than ever.

Alcalde & Fay is well equipped to do this for Escambia County and will work with your congressional delegation, key members of congress, as well as the House and Senate Appropriations Committees to create and/or preserve Federal programs (both formula and grant) that support county projects and initiatives. We also stand ready to draft and develop committee report language and bill language, which has enabled many of our clients to apply for Federal grants and low-interest loans that match an entity’s needs.

The firm has been particularly successful in utilizing creative avenues for realizing client priorities through policy amendments, which can be offered to a number of appropriations and authorizing bills. A few examples of this success include:

- ✓ Working with key congressional leaders and the Florida congressional delegations to amend the noise set-aside program as part of FAA Reauthorization legislation to allow for grant funding to be directed to water quality mitigation projects.

- ✓ Helping secure authorizing language in MAP-21 that directs each State to consider certain criteria when allocating funds to highway projects. These criteria include funding evacuation routes serving or adjacent to Armed Forces facilities.
- ✓ Working with congressional offices in CA, FL, and VA to include language in the FY 2012 Energy & Water Development Appropriations to allow non-Federal contributed funds to be used for “any authorized water resources development study or project.”
- ✓ Working with several members of Congress to maintain our clients’ eligibility for Department of Homeland Security - Urban Area Security Initiative (UASI) funding, as well as raising their level of priority for specific funding allocations under UASI, which are used for infrastructure, equipment, and training in high-risk, high-density urban areas to prevent, protect against, respond to, and recover from acts of terrorism.
- ✓ Working with several members of Congress and the House and Senate Appropriations Committees to establish two Federal line items in the Corps of Engineers budget. One line item would provide funding to support inland waterway dredging and the other would provide funding to support environmental infrastructure.

Furthermore, the firm has been working with various executive agencies to ensure that programs of importance to our clients are included, retained, or modified as part of the President’s Budget, or to advocate on behalf of certain clients as the Administration considers how to direct funding appropriated by Congress. Since Congress has elected not to direct funding to specific projects, the Administration is now in control of making many funding decisions, and therefore has taken on special importance in choosing where to direct Federal funding because it now has far more latitude.

### ORGANIZING WASHINGTON “FLY-IN”

Alcalde & Fay regularly arranges Washington, D.C. visits for our clients. We would arrange meetings with: the Florida Congressional Delegation and pertinent committees; professional staff and/grant program managers at Federal Agencies to advocate on behalf of Escambia County’s agenda.

This includes handling all the arrangements of our clients’ visits, including scheduling and oftentimes transportation between meetings. Prior to any visit by county officials, we would prepare necessary documents that articulate your objectives and provide thorough briefings on current and emerging policy issues and priorities and objectives for each meeting and the overall trip.



To facilitate our clients' travel to Washington, Alcalde & Fay maintains fully functional guest offices at our headquarters in Arlington, Virginia for the use of visiting county officials. The Escambia County client team will also be available to any visiting county representatives to address their legal and legislative research, and administrative requirements while in Washington. Following the completion of the trip, we will also prepare and submit follow up memoranda for any action items agreed to as part of their respective meetings.

## REPRESENTATIVE TASK

**Example 1: How your firm can by process work to compete for project funding or secure appropriations for County related projects?**

Our approach to securing congressional appropriations, authorizations or competitive federal grants would be similar to our technical approach discussed above. Below, we have outlined the actions we would take to place the County in the most favorable position to obtain funding for its projects. While this approach represents a current strategy, it should be noted that it would be modified appropriately to reflect any new congressional procedures and/or criteria for obtaining federal funding.

## ACTIONS

1. We would begin by working with the County to establish a federal agenda that includes viable projects that would meet the criteria of specific federal grant programs. We would work with you to develop a well-rounded federal agenda that would include funding requests from several different categories. For instance, we would not want the County to seek only transportation projects and essentially place all of its eggs in one agency basket.
2. We would also try to highlight projects that would be attractive to the County's Congressional Delegation and potentially the House and Senate Appropriations Committees, as we often try and include report language in the appropriations bills that might steer an agency toward a specific type of project or result. We would also brief County Officials to ensure their understanding of the program for which funds are being sought, as many programs require local matching funds.
3. After working with the County to develop a list of potential projects, gather details about your projects, and prioritize them, we would prepare a letter addressed to your Congressional Delegation (which would include Congressman Miller, Senator Nelson and Senator Rubio). The letter would include details about each of your projects, such as a project narrative, total cost, funding request, local matching amount and federal program from which we are seeking funding. Once the letter is prepared, we would have it approved by the Board of County Commissioners.
4. At this point, we would begin to provide you with competitive grant solicitations for which your projects qualify and assist you in the application process. If solicitations were not yet available, we would arrange visits with federal agency staff to discuss upcoming grant solicitations so the County has a leg-up in preparing an application. Once your application has been submitted, we will prepare a letter of support for your congressional delegation and ask that they submit it on your behalf. We would remain



in contact with the federal agency staff to monitor the grant review process and notify you of any announcements.

On a parallel track, if appropriate, we would submit requests for appropriations report language to your congressional delegation, any complete any necessary forms related to that process. We would submit the County's letter and the forms to your Congressional Delegation.

5. Certain County projects may also require regional support. For example, it is often beneficial, if not necessary, to obtain letters of support from a Metropolitan Planning Organization (MPO) or Transportation Planning Organization (TPO) for a county transportation infrastructure project. We would work with the County to obtain this support. Keep in mind that any regional support for other county projects is always welcomed by your Congressional Delegation.
6. In conjunction with submitting both the grant application and any report language, we would ask that the County make a trip to Washington to meet with your Delegation and, potentially, staff on the House and Senate Appropriations Subcommittees. We would arrange the meetings and attend them with you. We would also prep the County officials that would be attending the meetings. These trips are important because they illustrate to the County's Congressional Delegation the County's commitment to these requests.
7. After the County's applications and language requests have been submitted, we would continue to work with your Delegation, in particular the legislative assistants handling the specific issue areas for Congressman Miller, and Senators Nelson and Rubio, to encourage and advocate that they advocate for these projects, either through contact with the respective agency staff or the pertinent House or Senate Appropriations Subcommittees. These are important steps as continued pressure from your delegation is critical to achieving success.
8. For each application or request submitted by Escambia County to an agency or the House and Senate Appropriations Subcommittee, we would continue to work with the legislative assistants and the agency staff to answer any questions, make sure they have all the information required, and to advocate for project funding. We often will draft letters of support from your Congressional Delegation to the Agency Secretary on behalf of your projects. This advocacy process can ensue for several months as both agencies and the appropriations committees often take many months to decide on awards or complete the appropriation bills, respectively.

9. If language is included in an appropriation bill that has relevance to a specific County project, we will work with the House and Senate Appropriations Committees prior to conference negotiations to include the language in the final Conference Report. Thus, we would again be discussing your project with appropriations committee staff, Congressional Delegation staff, and in some circumstances the Chairman and Ranking Member of a particular House or Senate Appropriations Subcommittee.
10. Should the county be awarded with a grant, we would assist County Officials with meeting any obligations or requirements associated with obtaining the funding and provide additional assistance, including involving your Congressional Delegation, should you encounter difficulties in the process of securing the grant funding.
11. It goes without saying that we would keep the County apprised of our efforts throughout this process. Essentially, we view ourselves as your Washington office and would want you to view us as part of your County team. Thus, we would continue to collaborate with you toward a successful result to your objectives.

## CONFLICT OF INTEREST

Alcalde & Fay does not have or anticipate any actual or potential conflicts of interest that could occur between our clients and Escambia County. In the unlikely event that a perceived conflict of interest should arise, Alcalde & Fay will immediately notify the concerned parties and promptly assemble a committee comprised of the team members for each of the clients in question. That committee would discuss the merits of such a concern and the possible solutions. Once a consensus is reached, the teams would again contact their respective clients and discuss the matter further until a settlement is reached.

## APPENDIX

- *Alcalde & Fay Grant Alert for Local Governments*
- *List of Florida Public Clientele*

# ALCALDE & FAY

## GRANT ALERT FOR LOCAL GOVERNMENTS



February 21, 2014

### New in this issue:

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#### Department of Agriculture

- Farm-to-School Grant Program

#### Department of Health and Human Services

- SAMHSA Drug-Free Communities (DFC) Support Program
- SAMHSA Grants for the Benefit of Homeless Individuals - Services in Supportive Housing (GBHI-SSH)

#### Department of Homeland Security

- FEMA Fire Prevention and Safety (FP&S) Grant Program

#### Department of Labor

- YouthBuild Grants
- Ready to Work Program
- Training to Work 2 (T2W2) Adult Reentry Grant Program

#### Environmental Protection Agency

- Fiscal Year (FY) 2014 Regions 4 and 9 Wetland Program Development Grants

#### National Endowment for the Humanities

- Challenge Grants
- Preservation Assistance Grants for Smaller Institutions

### *NEW GRANT ANNOUNCEMENTS*

#### DEPARTMENT OF AGRICULTURE

##### **Farm-to-School Grant Program**

The Farm to School Program provides grants and technical assistance to improve access to local foods in eligible schools, as well as support farm-to-school conferences, trainings, and like events. Applicants may apply for funding under four categories:

- Planning grants – for schools just starting to incorporate farm to school program elements into their operations;
- Implementation grants - to help scale or further develop existing farm to school initiatives;
- Support Service grants - intended for state and local agencies, agricultural producers or groups of agricultural producers, and non-profit entities working with school districts or schools to further develop existing farm to school initiatives and to provide broad reaching support services to farm to school initiatives.

- **Conference/Event grants** - to support conferences, events and trainings that strengthen farm to school supply chains, or conferences, events and trainings that provide technical assistance in the area of local procurement, food safety, culinary education and integration of agriculture-based curriculum.

#### *Eligible Applicants*

State and local agencies/schools; agricultural producers or groups of agricultural producers; and non-profit organizations.

#### *Funding*

— Approximately \$5.5 million has been made available for up to 80 awards ranging from \$15,000 - \$100,000 per grant.

#### *Application Deadline*

April 30, 2014

*Application information can be found [here](#).*

#### *Program Information*

For further program information, contact the Farm to School Support Team at (202) 720-092, or by email at [farmtoschool@fns.usda.gov](mailto:farmtoschool@fns.usda.gov).

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### **SAMHSA Drug-Free Communities (DFC) Support Program**

The Drug-Free Communities (DFC) Support Program has two goals: 1) Establish and strengthen collaboration among communities, public and private non-profit agencies, and federal, state, local, and tribal governments to support the efforts of community coalitions working to prevent and reduce substance use among youth; and 2) Reduce substance use among youth and, over time, reduce substance abuse among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

#### *Eligible Applicants*

A coalition must fall into one of the following three categories:

- A coalition that has never received a DFC grant;
- A coalition that previously received a DFC grant, but experienced a lapse in funding; or
- A coalition that has concluded the first five-year funding cycle and is applying for a second five-year funding cycle (Year 6).

Furthermore, The coalition must consist of one or more representatives from each of the following required 12 sectors: Youth (18 or younger); parent; business; media; school; youth-serving organization; law enforcement; religious/fraternal organization; civic/volunteer groups; healthcare professional; state, local, or tribal governmental agency with expertise in the field of substance abuse; and other organization involved in reducing substance abuse. The applicant must demonstrate that the coalition is a non-profit organization or has made arrangements with a legal entity that is eligible to receive federal grants. Refer to Table 1 in the Request for Applications (RFA) for a full list of requirements.

#### *Funding*

Approximately \$22.75 million is expected to be available to fund approximately 182 awards.

#### *Application Deadline*

March 24, 2014

*Additional Program Information can be found [here](#).*

### *Program Information*

For further information about program issues, contact the DFC RFA Helpline Team, Division of Community Programs, by telephone at (240) 276-1270 or via email, [dfcnew2013@samhsa.hhs.gov](mailto:dfcnew2013@samhsa.hhs.gov). For further information about forms and budgets, contact Virginia Simmons by telephone at (240) 276-1422 or via email, [virginia.simmons@samhsa.hhs.gov](mailto:virginia.simmons@samhsa.hhs.gov).

## **SAMHSA Grants for the Benefit of Homeless Individuals - Services in Supportive Housing (GBHI-SSH)**

The GBHI-SSH program is designed to support the development and/or expansion of local implementation and community infrastructures that integrate treatment and services for substance use, co-occurring substance use and mental disorders, permanent housing, and other critical services for the following: veterans who experience homelessness or chronic homelessness, and other individuals (non-veterans) who experience chronic homelessness.

The primary goal is to ensure treatment and services for veterans who experience homelessness and chronic homelessness, and individuals (*non-veterans*) and families who experience chronic homelessness. In order to achieve this goal, funds will be awarded to projects that support three primary types of activities: 1) behavioral health treatment and other recovery-oriented services; 2) coordination of housing and services which support the implementation and/or enhance the long-term sustainability of integrated community systems that provide permanent housing and supportive services; and 3) efforts to engage and connect clients who experience substance use or co-occurring substance use and mental disorders to enrollment resources for health insurance, Medicaid, and other benefit programs (e.g., SSI/SSDI, TANF, SNAP, etc.).

### *Eligible Applicants*

Local governments; Federally recognized American Indian/Alaska Native (AI/AN) tribes and tribal organizations; Urban Indian organizations; Public or private universities and colleges; and Community- and faith-based organizations.

### *Funding*

Approximately \$9.981 million is expected to be available to fund approximately 25 awards.

### *Application Deadline*

April 25, 2014

*Additional Program Information can be found [here](#).*

### *Program Information*

For further information about program issues, contact Bradford Milton, M.S., by telephone at (240) 276-1745 or via email, [bradford.milton@samhsa.hhs.gov](mailto:bradford.milton@samhsa.hhs.gov). For further information about budgets, contact Eileen Bermudez by telephone at (240) 276-1412 or via email, [eileen.bermudez@samhsa.hhs.gov](mailto:eileen.bermudez@samhsa.hhs.gov).

## **DEPARTMENT OF HOMELAND SECURITY**

### **FEMA Fire Prevention and Safety (FP&S) Grant Program**

FEMA's Fire Prevention and Safety (FP&S) Grant Program supports a variety of projects and activities that enhance the safety of the public and firefighters from fire and related hazards. FP&S Grants are offered to support projects in two activities: (1) Fire Prevention and Safety Activity: Activities designed to reach high-risk target groups and mitigate the incidence of death and injuries caused by fire and fire-related hazard, and (2) Research and Development Activity: Projects aimed at improving firefighter safety, health, and wellness through research and development that reduces firefighter fatalities and injuries.

***Eligible Applicants***

State and local fire departments, and non-profit and community organizations with fire prevention and/or fire safety experience or expertise.

***Funding***

Approximately \$32 million has been made available for up to 1,000 awards.

***Application Deadline***

March 21, 2014

*Application information can be found [here](#).*

***Program Information***

For further program information, contact the FEMA Grant Help Desk at (866) 274-0960, or by email at [firegrants@fema.dhs.gov](mailto:firegrants@fema.dhs.gov).

**DEPARTMENT OF LABOR****YouthBuild Grants**

The YouthBuild Grant program provides funding to develop programs that will help out-of-school youth complete high school or General Educational Development programs, as well as learn critical occupational skills in construction, health care, information technology and other fields. Funding supports organizations that oversee education, occupational skills training, and employment services to disadvantaged youth in their communities while performing meaningful work and service to their communities. Based on Fiscal Year (FY) 2014 funding, the Department of Labor (DOL) seeks to serve approximately 4,950 participants during the grant period of performance, with approximately 75 projects awarded across the country.

***Eligible Applicants***

Public or private non-profit agencies or organizations that have previously served at-risk youth in a YouthBuild or similar program. These agencies include: faith-based and community organizations; entities carrying out activities under the Workforce Investment Act; community action agencies; local housing development agencies; community development corporations; local youth service conservation corps; consortia of such agencies; or other entities that are eligible to provide education or employ.

***Funding***

With total program funding of \$73 million, DOL expects to award 73 grants ranging from \$700,000 to \$1.1 million each.

***Application Deadline***

April 22, 2014

*Application information can be found [here](#).*

***Program Information***

For further program information, contact Denise Roach, Grants Management Specialist, by telephone at (202) 693-3820 or via email at [Roach.Denise@dol.gov](mailto:Roach.Denise@dol.gov).



## Ready to Work Program

The Ready to Work program supports high performing partnerships between employers, non-profit organizations and America's public workforce system that will help provide long-term unemployed individuals with the range of services, training, and access they need to fill middle and high-skill jobs. Program funding will be awarded under the following three priorities:

- Focus on Reemploying Long-Term Unemployed Workers;
- Work-based Training That Enables Earning While Learning Through Models Such as On-the-Job Training (OJT), Paid Work Experience, Paid Internships and Registered Apprenticeships; and
- Employer Engagement and Support in Program Design - Including Programs That Commit to Consider Hiring Qualified Participants

Grants will be awarded to the lead applicant of a public and private partnership of entities that includes: the workforce investment system; training providers, such as community colleges and community-based and faith-based organizations; business-related groups; trade associations and non-profit organizations. Additional partners that reflect the character and resources of the local or regional economy and the community are strongly encouraged.

### *Eligible Applicants*

To be eligible for consideration, applications must include at least one representative of each of the following three types of entities: a) the workforce investment system; b) education and training providers; and c) business-related nonprofit organizations. See Section III of the solicitation for complete eligibility information.

### *Funding*

Approximately \$150 million has been made available for up to 25 awards ranging from \$3,000 - \$10,000 per grant.

### *Application Deadline*

June 19, 2014

*Application information can be found [here](#).*

### Program Information

For further program information, contact Kia Mason, Grants Management Specialist, by telephone at (202) 693-2606 or via email at [Mason.Kia@gol.gov](mailto:Mason.Kia@gol.gov).

## Training to Work 2 (T2W2) Adult Reentry Grant Program

The Training to Work (T2W2) grant program provides the opportunity for organizations to develop and implement career pathway programs in demand sectors and occupations for men and women who are at least 18 years old and who are enrolled in work release programs (WRPs). Career pathways are frameworks that help to define and map out a sequence of education, training and workforce skills training resulting in skilled workers that meet employers' needs. Career pathways are an approach to linking and coordinating education and training services in ways that enable workers to attain such credentials, and ultimately, employment.

### *Eligible Applicants*

Non-profit organizations, including faith and community-based organizations located in an urbanized areas characterized as having both high-poverty and high-crime rates.

### *Funding*

Approximately \$30 million has been made available for up to 15 awards of up to \$2 million per grant.

### *Application Deadline*

April 18, 2014

*Application information can be found [here](#).*

**Program Information**

For further program information, contact Mamie Williams Grants Management Specialist, by telephone at (202) 693-3341 or via email at [Williams.Mamie@dol.gov](mailto:Williams.Mamie@dol.gov).

**ENVIRONMENTAL PROTECTION AGENCY (EPA)**

**Fiscal Year (FY) 2014 Regions 4 and 9 Wetland Program Development Grants**

Wetland Program Development Grants (WPDGs) provide eligible applicants an opportunity to conduct and promote the coordination and acceleration of research, investigations, experiments, training, demonstrations, surveys, and studies relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution. All proposals submitted must be for projects that build or refine state/tribal/local government wetland programs. Implementation of wetland protection programs is not an eligible project under this announcement.

Wetland mapping as part of a project to build or refine a state/tribal/local government program to research, investigate, experiment, train, demonstrate, survey, and study the causes, effects, extent, prevention, reduction, and elimination of water pollution is eligible for funding. For example, eligible applicants can form "Wetland Mapping Coalitions" to help co-fund regional (two or more states and/or tribes) mapping efforts that would otherwise be too costly for any one group to undertake. Projects that monitor wetlands are eligible for funding under this announcement as they are considered studies or investigations that build or refine state/tribal/local government programs.

**Eligible Applicants**

General purpose unit of local government; state; land clearance authority or other quasi-governmental entity that operates under the supervision and control of, or as an agent of, a general purpose unit of local government; government entity created by state legislature; regional councils, and; redevelopment agencies that are chartered or otherwise sanctioned by a state..

**Region 4:** Alabama, Georgia, Florida, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee.

**Region 9:** Arizona, California, Hawaii, Nevada, Pacific Islands, and 148 Tribes.

**Funding**

**Region 4:** Approximately \$2.1 million is available for 8 grants of up to \$500,000 each.

**Region 9:** Approximately \$1.6 million is available for 15 grants of up to \$350,000 each.

There will be two separate applicant tracks for eligible applicants. Eligible states and tribes are in Track One or Track Two, and eligible local governments, interstate agencies, intertribal consortia, and universities that are agencies of a state government are in Track Two. Applicants under each track will only compete for awards against other applicants in their track. See Section V of the Notice of Funding Availability for further information (link below).

**Application Deadline**

**Region 4:** April 4, 2014

**Region 9:** April 1, 2014

**Region 4:** *Application and program information can be found [here](#).* For further information, please contact Morgan Jackson by telephone at (404) 562-9393, or via email, [Jackson.morgan@epa.gov](mailto:Jackson.morgan@epa.gov).

**Region 9:** *Application and program information can be found [here](#).* For further information, please contact Leana Rosetti by telephone at (415) 872-3070, or via email, [Rosetti.Leana@epa.gov](mailto:Rosetti.Leana@epa.gov).

## NATIONAL ENDOWMENT FOR THE HUMANITIES

### Challenge Grants

Challenge grants are capacity-building grants, intended to help institutions and organizations secure long-term improvements in and support for their humanities programs and resources. Grants may be used to establish or enhance endowments or spend-down funds that generate expendable earnings to support ongoing program activities. Challenge grants may also provide capital directly supporting the procurement of long-lasting objects, such as acquisitions for archives and collections, the purchase of equipment, and the construction or renovation of facilities needed for humanities activities. Funds spent directly must be shown to bring long-term benefits to the institution and to the humanities more broadly. Grantee institutions may also expend up to 10 percent of grant funds to defray costs of fundraising to meet the National Endowment for the Humanities (NEH) challenge.

#### *Eligible Applicants*

Private institutions of higher education; public and state controlled institutions of higher education; state, county, city, township, and special district governments; and nonprofits. Affiliated institutions (for example, a university museum) should consult with NEH staff on questions of separate eligibility.

#### *Funding*

NEH expects to award approximately 18 grants ranging from \$75,000 to \$500,000 each. Grant recipients must raise, from nonfederal donors, three times the amount of federal funds offered. HBCUs, tribal colleges and universities, and two-year colleges, however, are required to raise only two times the federal amount. In the last five competitions an average of 103 applications per year were received, for a funding ratio of 17 percent.

#### *Application Deadline*

May 1, 2014

*Application and Program information can be found [here](#).* For further information contact the staff of NEH's Office of Challenge Grants by telephone at (202) 606-8309 or via email at [challenge@neh.gov](mailto:challenge@neh.gov).

### Preservation Assistance Grants for Smaller Institutions

The Preservation Assistance Grants for Smaller Institutions help small and mid-sized institutions, such as libraries, museums, historical societies, archival repositories, cultural organizations, town and county records offices, and colleges and universities, improve their ability to preserve and care for their significant humanities collections. These may include special collections of books and journals, archives and manuscripts, prints and photographs, moving images, sound recordings, architectural and cartographic records, decorative and fine art objects, textiles, archaeological and ethnographic artifacts, furniture, historical objects, and digital materials.

#### *Eligible Applicant*

State, county, city, township governments, and special district governments; public and state controlled institutions of higher education; nonprofits; and private institutions of higher education.

#### *Funding*

NEH expects to award approximately 100 grants up to \$6,000 each. In the last five competitions an average of 313 applications per year were received, for a funding ratio of 34 percent.

#### *Application Deadline*

May 1, 2014

*Application and program information can be found [here](#).* For further program information, contact the staff of NEH's Division of Preservation and Access by telephone at (202) 606-8570 or via email [preservation@neh.gov](mailto:preservation@neh.gov).

**PREVIOUS GRANT ANNOUNCEMENTS****NATIONAL SCIENCE FOUNDATION****Campus Cyberinfrastructure - Network Infrastructure and Engineering Program**

The Campus Cyberinfrastructure - Network Infrastructure and Engineering (CC-NIE) program invests in improvements and re-engineering at the campus level to support a range of data transfers supporting computational science and computer networks and systems research. The program also supports Network Integration activities tied to achieving higher levels of performance, reliability and predictability for science applications and distributed research projects.

***Eligible Applicants***

Universities and two- and four-year colleges (including community colleges).

***Funding***

\$18 million is available for 30 awards.

***Application Deadline***

April 3, 2014

*Application and program information may be found [here](#).*

For further information, please contact Kevin Thompson, OCI Program Director, by telephone at (703) 292-4220 or via email, [kthomps@nsf.gov](mailto:kthomps@nsf.gov).

**DEPARTMENT OF COMMERCE****EDA Public Works and Economic Adjustment Assistance Programs**

The Economic Development Administration 's (EDA) Public Works and Economic Adjustment Assistance Programs provides funding for construction, non-construction, and revolving loan fund investments that will leverage regional assets to support the implementation of regional economic development strategies designed to create jobs, leverage private capital, and encourage economic development. EDA solicits applications from rural and urban communities to develop initiatives that advance new ideas and creative approaches to address rapidly evolving economic conditions.

***Eligible Applicants***

State and local governments; higher education institutions; and nonprofit organizations.

***Funding***

TBD - The average size of a Public Works investment is approximately \$1.7 million, though awards range from \$500,000 to \$2,000,000.

***Application Deadline***

EDA will accept and review applications in funding cycles. The next funding cycle deadlines are:

- March 14, 2014 for funding cycle 3 of FY 2014;
- June 13, 2014 for funding cycle 4 of FY 2014 ; and
- October 17, 2015 for funding cycle 1 of FY 2014.

*Program and application information may be found [here](#).*

For more information on these programs, please contact the appropriate regional office contact or Economic Development Representative at the following [here](#).

## NOAA Broad Agency Announcement

The purpose of this notice is to request applications for special projects and programs associated with NOAA's strategic plan and mission goals, as well as to provide the general public with information and guidelines on how NOAA will select proposals and administer discretionary Federal assistance under this Broad Agency Announcement (BAA). This BAA is a mechanism to encourage research, education and outreach, innovative projects, or sponsorships that are not addressed through our competitive discretionary programs.

### *Eligible Applicants*

State and local governments; higher education institutions; and nonprofit and commercial organizations.

### *Funding*

TBD - contingent upon the availability of Fiscal Year 2014 and Fiscal Year 2015 appropriations.

### *Application Deadline*

September 30, 2014

### *Program and application information may be found [here](#).*

For more information on this solicitation please contact Michele Pollard by telephone at (301) 628-1334, or via email, [Michele.Pollard@noaa.gov](mailto:Michele.Pollard@noaa.gov).

## Planning and Local Technical Assistance Programs

Under the Planning and Local Technical Assistance programs grants, the Economic Development Administration (EDA) assists recipients in creating regional economic development plans designed to stimulate and guide the economic development efforts of a community or region. As part of this program, EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDs), which articulate and prioritize the strategic economic goals of recipients' respective regions.

### *Eligible Applicants*

States, cities, or other political subdivisions of a state, including a special purpose unit of a state or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; district organizations; institutions of higher education or a consortium of institutions of higher education; or public or private non-profit organizations or associations acting in cooperation with officials of a political subdivision of a state.

### *Funding*

Annual grant amounts per recipient for EDA's Partnership Planning, Short-Term, and State Planning programs are typically between \$60,000 and \$70,000.

### *Application Deadline*

Applications are accepted on a continuing basis and processed as received.

### *Application and program information may be found [here](#).*

For further information, please contact the appropriate regional office or Economic Development Representative listed in the announcement. EDA's website at [www.eda.gov](http://www.eda.gov) contains additional information on EDA and its programs.

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT): Grants to Expand Substance Abuse Treatment Capacity in Adult Tribal Healing to Wellness Courts and Juvenile Drug Courts**

The purpose of the SAMHSA Treatment Drug Courts program is to expand and/or enhance substance abuse treatment services in existing adult Tribal Healing to Wellness Courts and in Juvenile Treatment Drug Courts which use the treatment drug court model in order to provide alcohol and drug treatment (including recovery support services supporting substance abuse treatment, screening, assessment, case management, and program coordination) to defendants/offenders.

Successful applications will provide a coordinated, multi-system approach designed to combine the sanctioning power of treatment drug courts with effective treatment services to break the cycle of criminal behavior, alcohol and/or drug use, and incarceration or other penalties. Awarded funds will be used to address gaps in the continuum of treatment for those individuals who have substance abuse and/or co-occurring disorders treatment needs, and to serve high-risk/high-need populations diagnosed with substance dependence or addiction to alcohol/other drugs and identified as needing immediate treatment.

***Eligible Applicants***

State and local government entities, such as the Administrative Office of the Courts, the SSA for Alcohol and Drug Abuse, the designated State Drug Court Coordinator, or local governmental unit such as county or city agency with direct involvement with the drug court, federally recognized American Indian/Alaska Native (AI/AN) tribes and tribal organizations, individual adult Tribal Healing to Wellness Courts and juvenile treatment drug courts (tribal or non-tribal).

***Funding***

\$4.550 million is expected to be available for approximately 14 awards.

***Application Deadline***

March 17, 2014

***Additional Program Information may be found [here](#).***

For further information, please contact Kenneth Robertson Center for Substance Abuse Treatment, by telephone at (240)276-1621 or via email, [kenneth.robertson@samhsa.hhs.gov](mailto:kenneth.robertson@samhsa.hhs.gov)

**Health Resources & Services Administration Advanced Education  
Nursing Traineeship (AENT) Program**

The purpose of the AENT program funding opportunity announcement for FY 2014 is to increase the number of primary care providers by providing traineeships to nurses who are pursuing advanced degrees as primary care nurse practitioners (NP) or nurse-midwives.

***Eligible Applicants***

State, county, city, township, or special district governments; public and state controlled institutions of higher education; and private institutions of higher education.

***Funding***

\$22 million is available for approximately 65 awards.

***Application Deadline***

March 18, 2014

*Application and program information may be found [here](#).*

For further information, please contact Janice Young, PhD, MPH, RHN, by telephone at (301) 443-6739, or via email, [jyoung@hrsa.gov](mailto:jyoung@hrsa.gov).

## DEPARTMENT OF THE INTERIOR

### **California – WaterSmart Agricultural Water Conservation and Efficiency Grant Program**

The Agricultural Water Grant Program provides funding to local irrigation districts, water districts and other organizations with water or power delivery authority located in the state of California to leverage their money and resources by cost sharing with Reclamation on on-farm water conservation or water use efficiency projects that save water, improve water management, create new supplies for agricultural irrigation, improve energy efficiency, and benefit endangered species.

#### *Eligible Applicants*

State and local governments.

#### *Funding*

\$7 million is available for up to 10 awards.

#### *Application Deadline*

March 24, 2014

*Application and program information may be found [here](#).*

For further information, please contact Leanne Henderson, Grants Management Specialist, by email at [lhenderson@usbr.gov](mailto:lhenderson@usbr.gov).

### **The Aquatic Invasive Species Grant Program**

The Aquatic Invasive Species Program provides funding for cost-share grants for the implementation of State and Interstate ANS Management Plans (ANS Plans) that have been approved by the ANS Task Force. These ANS Plans identify technical, enforcement, or financial assistance activities needed to eliminate or reduce the environmental, public health and safety risks associated with aquatic nuisance species (also known as aquatic invasive species). The ANS Plans focus on feasible, cost-effective management practices and measures to be undertaken by the States and cooperating entities to prevent and control ANS infestations in an environmentally sound manner.

#### *Eligible Applicants*

Eligible applicants are any State, regional organization or group of States that has worked directly with the U.S. Fish and Wildlife Service's Aquatic Invasive Species Program and the Aquatic Nuisance Species (ANS) Task Force to develop a State/Interstate ANS Management Plan approved by the ANS Task Force.

#### *Funding*

Funding has been made available for up to 43 awards ranging from \$40,000 to \$1 million per grant.

#### *Application Deadline*

February 28, 2014

*Application and program information may be found [here](#).*

For further information, please contact Don Maclean by telephone at (703) 358-2108 or via email, [Don.Maclean@fws.gov](mailto:Don.Maclean@fws.gov).

## **U.S. Fish & Wildlife Service (USFWS) Partners for Fish & Wildlife Program**

The U.S. Fish & Wildlife Service (USFWS) Partners for Fish & Wildlife Program is a voluntary, incentive-based program that provides technical and financial assistance to private landowners to restore and conserve fish and wildlife habitat. The Partners for Fish and Wildlife Program is not a traditional grants program, it is a direct federal assistance program. The Program does not solicit projects through a request for proposals. Instead, projects are developed in collaboration and with substantial involvement from Partners for Fish and Wildlife field biologists.

National priority ranking factors for the Partners Program are used to assign funding priority status to proposed projects that meet these conditions:

- Improve habitat for Federal Trust Species, including migratory birds; threatened and endangered species; inter-jurisdictional fish; marine mammals; and, other declining species.
- Complement activities on National Wildlife Refuge System lands, or contribute to the resolution of problems on refuges that are caused by off-refuge practices.
- Address species and habitat priorities that have been identified through Service planning teams (with our partners), or in collaboration with state fish and wildlife agencies.
- Reduce habitat fragmentation or serve as buffers for other important Federal or state conservation lands.
- Result in self-sustaining systems that are not dependent on artificial structures.

### ***Eligible Applicants***

Individuals; nonprofits, other than institutions of higher education; private institutions of higher education; and for-profit organizations and small businesses.

### ***Funding***

\$22 million is available for approximately 5000 awards.

### ***Application Deadline***

TBD - contact the local Partners for Fish and Wildlife Program office.

***Application and program information may be found [here](#).***

For further information, please contact Michael Murray via email at [Michael.Murray@fws.gov](mailto:Michael.Murray@fws.gov), or contact the local Partners for Fish and Wildlife Program office.

## **U.S. Fish & Wildlife Service (USFWS) Coastal Program**

Similar to the Partners for Fish & Wildlife Program, the USFWS Coastal Program is a voluntary, incentive-based program that provides technical and financial assistance to coastal communities and landowners to restore and protect fish and wildlife habitat on public and private lands. The Coastal Program is not a conventional grants program, in that it does not solicit projects through a request for proposals. Instead, projects are developed strategically, in coordination with partners, and with substantial involvement from Service field biologists.

The Coastal Program integrates all USFWS activities in high priority coastal ecosystems to:

- Identify the most important natural resource problems and solutions;
- Influence the planning and decision-making processes of other agencies and organizations with USFWS living resource capabilities;
- Implement solutions on-the-ground in partnership with others; and
- Instill a stewardship ethic, and catalyze the public to help solve problems, change behaviors, and promote ecologically sound decisions.

### ***Eligible Applicants***

State and local governments; public and private institutions of higher education; special district governments; independent school districts; individuals; nonprofits; and for-profit organizations and small businesses.



**Funding**

\$6 million is available for approximately 500 awards.

**Application Deadline**

TBD - contact the local Partners for Fish and Wildlife Program office.

**Application and program information may be found [here](#).**

For further information, please contact Michael Murray via email at [Michael\\_Murray@fws.gov](mailto:Michael_Murray@fws.gov), or contact the local USFWS office.

## DEPARTMENT OF JUSTICE

### Grants to Reduce Sexual Assault, Domestic Violence, Dating Violence, and Stalking on Campus Program

The Campus Program encourages a comprehensive coordinated community approach that enhances victim safety, provides services for victims and supports efforts to hold offenders accountable. The funding supports activities that develop and strengthen services for sexual assault, domestic violence, dating violence, and stalking victims. Grant funds also support strategies to prevent, investigate, respond to and prosecute these crimes.

Campuses are encouraged to create or revitalize large scale efforts that treat sexual assault, domestic violence, dating violence, and stalking as serious offenses by adopting policies and protocols, developing victim services and programs that prioritize victim safety, ensuring offender accountability, and implementing effective prevention approaches.

**Eligible Applicants**

Institutions of higher education.

**Funding**

Up to \$300,000 is available for individual projects and \$500,000 for consortia projects.

**Application Deadline**

February 27, 2014

**Application and program information may be found [here](#).**

For further information, please contact Latinisha Lewis by telephone at (202) 307-6026.

### Smart Supervision: Reducing Prison Populations, Saving Money, and Creating Safer Communities

The Fiscal Year (FY) 2014 Smart Supervision Program (SSP) provides funding to improve probation and parole success rates, which would in turn improve public safety, reduce admissions to prisons and jails, and save taxpayer dollars. Funds can be used to implement evidence-based supervision strategies and to innovate new strategies to improve outcomes for supervisees, including employment assistance, substance abuse treatment, housing, family programming, mentoring, victims support, and other services that can help reduce recidivism.

**Eligible Applicants**

State and local governments.

**Funding**

The Department anticipates making up to seven awards of up to \$750,000 each for a 36-month project period.

**Application Deadline**

April 7, 2014

*Application and program information may be found [here](#).*

For further information, please contact the BJA Justice Information Center by telephone at (877) 927-5657, or via e-mail, [JIC@telesishg.com](mailto:JIC@telesishg.com).

### **Adult Drug Court Discretionary Grant Program**

The Adult Drug Court Discretionary Grant Program provides financial and technical assistance to develop and implement drug courts that effectively integrate evidenced-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over substance-abusing offenders.

Funding under this year's program may be used for the following purposes:

- early, continuous, and intense treatment,
- close judicial supervision and involvement (including judicial interaction with participants and frequent status hearings),
- mandatory and random drug testing,
- community supervision,
- appropriate incentives and sanctions, and
- recovery support aftercare services.

#### ***Eligible Applicants***

Applicants are limited to states, state and local courts, counties, and units of local government on behalf of a single jurisdiction drug court.

#### ***Funding***

TBD – Funding is expected to be available for several awards of up to \$355,000 per grant (depending on program category).

#### ***Application Deadline***

March 18, 2014

*Program and Application information may be found [here](#).*

For further program information, please contact the BJA Justice Information Center at (877) 927-5657, or via e-mail at [JIC@telesishq.com](mailto:JIC@telesishq.com).

### **Second Chance Act Technology Career Training Program for Incarcerated Adults and Juveniles Grant Program**

The Technology Career Training Program provides financial assistance to support education, training, mentoring, support services, and job placement for incarcerated/detained adults and juveniles in a technology field. The Program supports technology career training programs for incarcerated adults and juveniles during the 6-18 month period before release from a prison, jail, or juvenile facility goal of this program is to increase the post-release employability. Examples of technology-based fields include:

- Computer-assisted design in engineering and construction;
- Information technology development and design;
- "Green-technology"-related projects;
- Wireless and broadband deployment;
- Computer science and programming; and
- Engineering technology fields.

**Eligible Applicants**

State and local governments.

**Funding**

Funding is expected to be available for up to 10 awards of up to \$750,000 per grant.

**Application Deadline**

March 17, 2014

*Program and Application information may be found [here](#).*

For further program information, please contact the BJA Justice Information Center at (877) 927-5657, or via e-mail at [JIC@telesishq.com](mailto:JIC@telesishq.com).

### **Second Chance Act Reentry Program for Adult Offenders with Co-Occurring Substance Abuse and Mental Health Disorders**

The Reentry Program for Adult Offenders with Co-Occurring Substance Abuse and Mental Health Disorders provides funding to increase the screening and assessment that takes place during incarceration as well as improve the provision of treatment to adults with co-occurring substance abuse and mental health disorders after incarceration, to reduce the use of alcohol and other drugs by long-term substance abusers with co-occurring disorders during and after the transition from incarceration to the community, and to reduce recidivism among program participants.

Funding under this year's program may be used for the following purposes:

- Screening and assessing co-occurring substance abuse and mental health disorders while in prison and jail,
- Providing preliminary treatment for co-occurring substance abuse and mental health disorders in prison and jail programs,
- Providing recovery support services, reentry planning and programming, and
- Post-release treatment and aftercare programming in the community through the completion of parole or court supervision.

**Eligible Applicants**

State and local governments.

**Funding**

Funding is expected to be available for multiple awards of up to \$600,000 per grant.

**Application Deadline**

March 18, 2014

*Program and Application information may be found [here](#).*

For further program information, please contact the BJA Justice Information Center at (877) 927-5657, or via e-mail at [JIC@telesishq.com](mailto:JIC@telesishq.com).

### **Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART): Support for Adam Walsh Act Implementation Grant Program**

The Support for Adam Walsh Act Implementation Grant Program assists jurisdictions with developing and/or enhancing programs designed to implement the Sex Offender Registration and Notification Act (SORNA). Applicants must explain how the proposed project will bring the jurisdiction closer to implementation. Discussion of a jurisdiction's planned activities should include information regarding the jurisdiction's SORNA implementation working group. The working group plan should include a list of the working group members and their responsibility regarding SORNA implementation. It is expected that successful grantees will report on their

jurisdiction's working group meetings in their quarterly progress reports. This requirement does not apply to jurisdictions that have already been found to be substantially implementing SORNA.

For those jurisdictions that have already implemented SORNA, the application must explain how the proposed project will support continuing compliance with SORNA or enhance their registration/notification program. In developing and/or enhancing efforts or programs designed to implement or maintain compliance with SORNA, applicants may propose specific strategies and projects including, but not limited to:

#### *Eligible Applicants*

State, principal U.S. territories, and federally recognized Indian tribes that are eligible under SORNA section 127 to carry out the functions of SORNA and have elected to do so. Jurisdictions that have not previously received funding are encouraged to apply. Preference will be given to jurisdictions as follows: 1) State and territorial applicants that have already implemented SORNA or have submitted a reallocation request to the SMART Office; and 2) Tribal applicants that have already implemented SORNA or submitted a substantial implementation package to the SMART Office, or submitted a request for additional time to implement SORNA.

#### *Funding*

Approximately \$13 million is expected to be available for 80 awards of up to \$400,000 million per grant. Thirty percent of the total amount awarded under this solicitation will be set aside for tribal jurisdictions.

#### *Application Deadline*

April 10, 2014

#### *Program and Application information may be found [here](#).*

For further program information, please contact Faith Baker, Associate Director, by telephone at (202) 305-2586 or via email, [Faith.Baker@usdoj.gov](mailto:Faith.Baker@usdoj.gov).

### **Training Assistance Grant Program**

The primary purpose of the Technical Assistance Program is to provide direct technical assistance to existing and potential grantees and sub grantees to enhance and support their efforts to successfully implement projects supported by the Office of Violence Against Women (OVW) grant funds. In addition, OVW is focused on building the capacity of criminal justice and victim services organizations to respond effectively to sexual assault, domestic violence, dating violence and stalking and fostering partnerships among organizations that have not traditionally worked together to address violence against women. See "*Project Scope - Competitive Targeted Technical Assistance Project Purpose Areas*" in solicitation for specific information on eligible activities funded under this year's program.

#### *Eligible Applicants*

Nonprofit organizations and higher education institutions.

#### *Funding*

Approximately \$31 million has been made available for up to 70 awards up to \$600,000 per award.

#### *Application Deadline*

March 6, 2014

#### *Program and Application information may be found [here](#).*

For further program information, please contact Tosha Preston by telephone at (202) 353-7446, or via email, [tosha.preston@usdoj.gov](mailto:tosha.preston@usdoj.gov).

## DEPARTMENT OF VETERANS AFFAIRS

**Supportive Services for Veteran Families Grant Program**

The Supportive Services for Veteran Families Program provides funding to assist very low-income Veteran families who are homeless or at imminent risk of becoming homeless. The program employs a housing first model, an approach which centers on providing homeless Veterans with permanent housing quickly and then providing VA health care, benefits and services as needed. Required services include outreach, case management, assistance in obtaining VA benefits, and providing or coordinating efforts to obtain needed entitlements and other community services.

Funding under this year's program may be used for the following purposes:

- Legal assistance;
- Credit counseling;
- Housing counseling;
- Assisting participants in understanding leases, securing utilities, and coordinating moving arrangements;
- Providing representative payee services concerning rent and utilities when needed;
- serving as an advocate for the Veteran when mediating with property owners on issues related to locating or retaining housing; and
- Offering temporary financial assistance that provides short-term assistance with rent, moving expenses, security and utility deposits, child care, transportation, utility costs, and emergency expenses.

***Eligible Applicants***

Applicants are limited to nonprofits, other than higher education institutions.

***Funding***

Approximately \$600 million is expected to be available for multiple awards of up to \$2 million per grant.

***Application Deadline***

March 14, 2014

***Program and Application information may be found [here](#).***

For further program information, please contact John Kuhn in the Supportive Services for Veteran Families Program Office at (877) 737-0111, or via email at [SSVF@va.gov](mailto:SSVF@va.gov).

## ENVIRONMENTAL PROTECTION AGENCY

**Source Reduction Assistance Grant Program**

The Environmental Protection Agency's (EPA) Source Reduction Assistance Grant Program provides funding to support pollution prevention/source reduction and/or resource conservation projects that reduce or eliminate pollution at the source. Collectively, the Regions are interested in funding proposals that support EPA Pollution Prevention (P2) program's strategic goals – reduce greenhouse gases (GHGs), reduce toxic and hazardous materials, increase resource conservation, promote efficient business practices and support P2 integration. However, independently, each Region has developed a set of P2 related priorities that address specific areas of interest applicable to the Region.

Applicants are strongly encouraged to submit proposals that demonstrate new, innovative techniques, surveys, or studies that use research, investigations, experiments, and/or training to promote P2/source reduction efforts. Proposals that principally support recycling, clean-up, treatment, disposal and/or energy recovery activities will not be considered for funding.

**Eligible Applicants**

State and local governments; independent school district governments; institutions of higher education; non-profit organizations; and community-based grassroots organizations.

**Funding**

It is anticipated that approximately \$1.1 million will be made available for up to 18 awards ranging from \$10,000 to \$147,000 per grant. All estimates are subject to the availability of Congressional appropriations.

**Application Deadline**

March 11, 2014

*Application and program information may be found [here](#).*

For further information, please contact your Regional EPA Program Coordinators (*full list available in the NOFA*).

### **National Coastal Wetlands Conservation Grant Program (NCWCGP)**

Coastal wetlands are valued because they protect against flooding, help maintain water quality, and provide habitat for wildlife. Coastal environments are also important economically, generating billions of dollars annually through such industries as commercial fishing and tourism.

The NCWCGP provides states with financial assistance to protect and restore these valuable resources. Projects can include (1) acquisition of a real property interest (e.g., conservation easement or fee title) in coastal lands or waters (coastal wetlands ecosystems) from willing sellers or partners for long-term conservation or (2) restoration, enhancement, or management of coastal wetlands ecosystems. All projects must ensure long-term conservation.

**Eligible Applicants**

State governments. If you would like to be a subgrantee, check with the eligible agency in your state for their deadlines and requirements to apply.

**Funding**

Approximately \$17 million is available for up to 25 awards, with no award being more than \$1 million.

**Application Deadline**

June 27, 2014

*Application and program information may be found [here](#).*

For further information, contact Christy Vigfusson by telephone at (703) 358-1748 or via email, [Christy\\_vigfusson@fws.gov](mailto:Christy_vigfusson@fws.gov).

### **Pollution Prevention (P2) Grant Program**

The Pollution Prevention (P2) grant program funds projects that implement pollution prevention technical assistance services and/or training for businesses and support projects that utilize pollution prevention techniques to reduce and/or eliminate pollution from air, water and/or land. Proposals must address one of the following regulatory criteria:

- Make specific technical assistance available to businesses seeking information about source reduction opportunities, including funding for experts to provide on-site technical advice to businesses and to assist in the development of source reduction plans;
- Target assistance to businesses for whom lack of information is an impediment to source reduction; and
- Provide training in source reduction techniques.

**Eligible Applicants**

State governments; colleges and universities (recognized as instrumentalities of the state); and federally-recognized tribes and intertribal consortia.

**Funding**

Approximately \$4.1 million is available for up to 40 awards, with no award being more than \$180,000. A 50 percent match is required.

**Application Deadline**

March 20, 2014

**Application and program information may be found [here](#).**

For further information, contact Michele Amhaz by telephone at (202-564-8857) or via email, [amhaz.michele@epa.gov](mailto:amhaz.michele@epa.gov).

## NATIONAL ENDOWMENT FOR THE ARTS

### Challenge America Fast-Track

Challenge America Fast-Track offers support primarily to small and mid-sized organizations for projects that extend the reach of the arts to underserved populations – those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability. Age alone (e.g., youth, seniors) does not qualify a group as underserved; at least one of the underserved characteristics noted above also must be present. Grants are available for professional arts programming and for projects that emphasize the potential of the arts in community development.

This category encourages and supports the following two outcomes:

- **Engagement:** Engaging the public with diverse and excellent art; and
- **Livability:** The strengthening of communities through the arts.

**Eligible Applicants**

State, county, city, township, and special district governments; independent school districts; public and State controlled institutions of higher education; nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education; and private institutions of higher education.

**Funding**

Each award will amount to \$10,000.

**Application Deadline**

March 8, 2014

**Application and program information may be found [here](#).**

For further program information, contact the Challenge America Fast-Track program specialists by telephone at (202) 682-5700, or via email [fasttrack@arts.gov](mailto:fasttrack@arts.gov).

## NATIONAL ENDOWMENT FOR THE HUMANITIES

### Landmarks of American History and Culture

The Landmarks of American History and Culture program supports a series of one-week residence-based workshops for K-12 educators. The workshops use historic sites to address central themes and issues in American history, government, literature, art, music, and other related subjects in the humanities. The goals of the workshops are to: increase knowledge and appreciation of subjects, ideas, and places significant to American history and culture through humanities reading and site study; build a community of inquiry and provide models of civility and of excellent scholarship and teaching; provide teachers with expertise in the use and interpretation of historical sites and of material and archival resources; and encourage historical and cultural sites to develop greater capacity and scale for professional development programs.

NEH encourages proposals for Landmarks of American History and Culture Workshops that respond to NEH's Bridging Cultures initiative. Such projects might explore the great variety of cultural influences on, and myriad subcultures within, American society. Projects might also investigate how Americans have approached and attempted to surmount seemingly unbridgeable cultural divides, or examine the ideals of civility and civic discourse that have informed this quest.

*Eligible Applicant*

State, local, or special district governments; institutions of higher education; and nonprofits.

*Funding*

Approximately 20 awards for this competition will be made, each between \$150,000 and \$180,000.

*Application Deadline*

March 4, 2014

*Application and program information may be found [here](#).*

For further program information, contact the Division of Education Programs, National Endowment for the Humanities, by telephone at (202) 606-8463, or via email, [landmarks@neh.gov](mailto:landmarks@neh.gov).



## CURRENT FLORIDA PUBLIC ENTITY CLIENTS

We are happy to direct you to the following list of current Florida public entity clients to serve as professional references, many of which we have provided similar services as those sought by Escambia County

### Alachua County, FL

Mark Sexton, Communications Coordinator

Phone: (352) 264-6979

Email: [msexton@alachuacounty.us](mailto:msexton@alachuacounty.us)

Contract Amount: 30,000.00/year

### City of Daytona Beach, FL

Hardy Smith, Consultant

Phone: (386) 671-8098

Email: [smithh@codb.us](mailto:smithh@codb.us)

Contract Amount: 41,141.76/year

### Broward County Public Schools, FL

Sheela VanHoose, Office of the Superintendent

Phone: (754) 321-2600

Email: [Sheela.vanhoose@browardschools.com](mailto:Sheela.vanhoose@browardschools.com)

Contract Amount: 60,000.00/year

### City of Deerfield Beach, FL

Burgess Hanson, City Manager

Phone: (954) 480-4263

Email: [bhanson@deerfield-beach.com](mailto:bhanson@deerfield-beach.com)

Contract Amount: 68,400.00/year

### City of Bunnell, FL

Judi Stetson, Grants Director

Phone: (386) 437-7425

Email: [jstetson@bunnellcity.us](mailto:jstetson@bunnellcity.us)

Contract Amount: 36,000.00/year

### Escambia County, FL

Larry Newsom, Assistant County Manager

Phone: (850) 595-3935

Email: [lmnewsom@co.escambia.fl.us](mailto:lmnewsom@co.escambia.fl.us)

Contract Amount: 78,000.00/year

### City of Boca Raton, FL

Leif Ahnell, City Manager

Phone: (561) 393-7708

Email: [bocacm@ci.boca-raton.fl.us](mailto:bocacm@ci.boca-raton.fl.us)

Contract Amount: 72,000.00/year

### City of Ft. Myers, FL

William Mitchell, City Manager

Phone: (239) 321-7022

Email: [wmitchell@cityftmyers.com](mailto:wmitchell@cityftmyers.com)

Contract Amount: 60,000.00/year

### City of Cocoa, FL

John Titkanich, City Manager

Phone: (321) 433-8683

Email: [titkanich@cocoaf.fl.org](mailto:titkanich@cocoaf.fl.org)

Contract Amount: 60,000.00/year

### Florida Inland Navigation District, FL

Mark Crosley, Executive Director

Phone: (561) 627-3386

Email: [mcrosley@aicw.org](mailto:mcrosley@aicw.org)

Contract Amount: 102,000.00/year

### City of Dania Beach, FL

Robert Baldwin

Phone: (954) 924-6800

Email: [rbaldwin@ci.dania-beach.fl.us](mailto:rbaldwin@ci.dania-beach.fl.us)

Contract Amount: 38,000.00/year

### Hallandale Beach, FL

Jennifer Frastai, Assistant City Manager

Phone: (954) 457-1304

Email: [jfrastai@hallandalebeachfl.gov](mailto:jfrastai@hallandalebeachfl.gov)

Contract Amount: 48,000.00/year

**Hendry County, FL**

Charles Chapman, County Administrator

Phone: (863) 675-5221

Email: [lniblock@hendryfla.net](mailto:lniblock@hendryfla.net)

Contract Amount: 60,000.00/year

**Hillsborough Community College, FL**

Rob Wolf, Senior Vice President

Phone: (813) 253-7144

Email: [rwolf@hccfl.edu](mailto:rwolf@hccfl.edu)

Contract Amount: 60,000.00/year

**Hillsborough County, FL**

Edith Stewart, Public Affairs Officer

Phone: (813) 276-2640

Email: [stewart@hillsboroughcounty.org](mailto:stewart@hillsboroughcounty.org)

Contract Amount: 156,000.00/year

**City of Homestead, FL**

Judy Waldman, Vice Mayor

Phone: (305) 224-4400

Email: [jwaldman@cityofhomestead.com](mailto:jwaldman@cityofhomestead.com)

Contract Amount: 60,000.00/year

**Village of Islamorada, FL**

Maria Aguilar, Acting Village Manager

Phone: (305) 664-6445

Email: [maria.aguilar@islamorada.fl.us](mailto:maria.aguilar@islamorada.fl.us)

Contract Amount:

**Jacksonville Aviation Authority, FL**

Michael Stewart, Director of External Affairs

Phone: (904) 741-2721

Email: [mstewart@jaa.aero](mailto:mstewart@jaa.aero)

Contract Amount: 84,000.00/year

**Jacksonville Port Authority, FL**

Eric Green, Government Affairs Senior Director

Phone: (904) 357-3045

Email: [eric.green@jaxport.com](mailto:eric.green@jaxport.com)

Contract Amount: 90,000.00/year

**Lake County, FL**

David Heath, Interim County Manager

Phone: (323) 343-9787

Email: [dheath@lakecountyfl.org](mailto:dheath@lakecountyfl.org)

Contract Amount: 72,000.00/year

**City of Lauderdale Lakes, FL**

Jonathan Allen, Assistant City Manager

Phone: (954) 535-2820

Email: [jonathana@lauderdalelakes.org](mailto:jonathana@lauderdalelakes.org)

Contract Amount: 60,000.00/year

**City of Lauderhill, FL**

Desorae Giles-Smith, Assistant City Manager

Phone: (954) 730-3004

Email: [dgilesmith@yahoo.com](mailto:dgilesmith@yahoo.com)

Contract Amount: 36,000.00/year

**City of Maitland, FL**

Jim Williams, City Manager

Phone: (407) 539-6220

Email: [jwilliams@itsmymaitland.com](mailto:jwilliams@itsmymaitland.com)

Contract Amount: 60,000.00/year

**Marion County, FL**

Lee Niblock, County Administrator

Phone: (352) 438-2300

Email: [lee.niblock@marioncountyfl.org](mailto:lee.niblock@marioncountyfl.org)

Contract Amount: 60,000.00/year

**Palm Beach County, FL**

Todd Bonlarron, Director of Government Affairs

Phone: (561) 355-3451

Email: [tbonlarr@pbcgov.org](mailto:tbonlarr@pbcgov.org)

Contract Amount: 45,000/year

**Melbourne Airport Authority, FL**

Richard Ennis, Executive Director

Phone: (321) 723-6227

Email: [rennis@mlbair.com](mailto:rennis@mlbair.com)

Contract Amount: 45,000.00/year

**City of Melbourne, FL**

Mike McNees, City Manager

Phone: (321) 953-6201

Email: [mmcnees@melbourneflorida.org](mailto:mmcnees@melbourneflorida.org)

Contract Amount: 45,000.00/year

**Miami-Dade County, FL**

Addys Kuryla, Intergovernmental Manager

Phone: (305) 347-4910

Email: [addys@miamidadegov](mailto:addys@miamidadegov)

Contract Amount: 190,000.00/year

**City of Miramar, FL**

Kathleen Woods-Richardson, City Manager

Phone: (954) 602-3333

Email: [kwoods-richardson@ci.miramar.fl.us](mailto:kwoods-richardson@ci.miramar.fl.us)

Contract Amount: 48,000.00/year

**Okeechobee Utility Authority, FL**

John F. Hayford, Executive Director

Phone: (863) 763-9460

Email: [jhayford@ouafl.com](mailto:jhayford@ouafl.com)

Contract Amount: 60,000.00/year

**Orange County, FL**

Mark Jeffries, Director of Public Affairs

Phone: (407) 836-5909

Email: [Mark.Jeffries@ocfl.net](mailto:Mark.Jeffries@ocfl.net)

Contract Amount: 120,000.00/year

**Osceola County, FL**

Don Fisher, County Manager

Phone: (407) 742-2385

Email: [dfisher@osceola.org](mailto:dfisher@osceola.org)

Contract Amount: 72,000.00/year

**Okaloosa County, FL**

Ernie Padgett, County Administrator

Phone: (850) 651-7515

Email: [epadgett@co.okaloosa.fl.us](mailto:epadgett@co.okaloosa.fl.us)

Contract Amount: 60,000.00/year

**Palm Beach State College, FL**

Dennis Gallon, President

Phone: (561) 868-3500

Email: [gallond@pbcc.edu](mailto:gallond@pbcc.edu)

Contract Amount: 66,000.00/year

**City of Riviera Beach, FL**

Ruth Jones, City Manager

Phone: (561) 845-4095

Email: [rjones@rivierabch.com](mailto:rjones@rivierabch.com)

Contract Amount: 60,000.00/year

**City of Sanford, FL**

Norton Bonaparte, City Manager

Phone: (407) 688-5001

Email: [norton.bonapart@sanfordfl.gov](mailto:norton.bonapart@sanfordfl.gov)

Contract Amount: 60,000.00/year

**Seminole County, FL**

Jim Hartmann, County Manager

Phone: (407) 665-7224

Email: [jhartmann@seminolecountyfl.org](mailto:jhartmann@seminolecountyfl.org)

Contract Amount: 72,000.00/year

**Tampa Port Authority, FL**

John Thorington, Senior Director of

Communications and Board Coordination

Phone: (813) 905-5120

Email: [jtt@tampaport.com](mailto:jtt@tampaport.com)

Contract Amount: 86,000.00/year

**West Coast Inland Navigation District, FL**

Chuck Listowski, Executive Director

Phone: (941) 485-9402

Email: [wcind200@aol.com](mailto:wcind200@aol.com)

Contract Amount: 60,000.00/year

**REGISTER OF PROPOSERS**

<b>PROPOSERS</b>	<b>Project:</b> Lobbying Services for Escambia County Florida for Federal Assistance <b>Specification Number:</b> PD 13-14.023 <b>RFP Due Date &amp;Time:</b> March 13, 2014 until 4:00 p.m. CDT			
<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>CONTACT PERSON</b>
Alcalde & Fay	2111 Wilson Blvd., 8 <sup>th</sup> Floor, Arlington, VA 22201	703-841-0626	703-243-2874	F. Marion Turner <a href="mailto:Turner@Alcalde-Fay.com">Turner@Alcalde-Fay.com</a>
Becker Poliakoff	348 Miracle Strip Parkway, Suite 7 Ft. Walton Beach, FL 32548	850-664-2229		Raymond F. Newman <a href="mailto:rnewman@bplegal.com">rnewman@bplegal.com</a>
Keller McIntyre & Associates	1156 15 <sup>th</sup> St., Suite 525, Washington, DC 20005	202-872-4852 202-872-5007		Tom Keller <a href="mailto:tkeller@kellermcintyre.com">tkeller@kellermcintyre.com</a> cc: <a href="mailto:dzink@kellermcintyre.com">dzink@kellermcintyre.com</a>
Kyle House Group	1634 I St. NW, Ste. 200, Washington, DC 20006	202-573-6450		John Ariale <a href="mailto:info@kylehousegroup.com">info@kylehousegroup.com</a>
<b>PROPOSALS OPENED BY:</b> Claudia Simmons, Purchasing Manager		<b>DATE:</b> March 13, 2014		
<b>PROPOSALS NOTED BY:</b> Marcia G. Dees, Admin. Assistant		<b>DATE:</b> March 13, 2014		
<b>SUBMITTALS WITNESSED BY:</b> Marcia G. Dees, Admin. Assistant		<b>DATE:</b> March 13, 2014		



CAS:mgd



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6035**

**County Administrator's Report 12. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Campbell Road Dirt Road Paving and Drainage Improvements PD 13-14.040

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Campbell Road Dirt Road Paving and Drainage Improvements PD 13-14.040 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 13-14.040, for the Campbell Road Dirt Road Paving and Drainage Improvements, to Roads, Inc., of NWF, in the amount of \$590,295.72.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project# 10EN0575]

**BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal on March 10th and 17th 2014. A total of four bids were received. Roads Inc. of NWF was the most responsive responsible bidder.

**BUDGETARY IMPACT:**

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project# 10EN0575

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Attorney's Standard Form of Contract will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

Bid Tab Awarded

**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION	DESCRIPTION: Campbell Road Dirt Road Paving & Drainage BID # PD 13-14.040								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 04/15/2014 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
NAME OF BIDDER									
Chavers Construction Inc. 1795 Detroit Blvd Pensacola, FL 32534	X	X	X	X	X	X	X	X	\$696,696.00
Mid-South Paving, Inc 4375 McCoy Drive Pensacola, FL 32503	X	X	X	X	X	X	X	X	\$733,455.59
Panhandle Grading & Paving, Inc 2665 Solo Dos Familiaf Pensacola, FL 32526	X	X	X	X	X	X	X	X	\$628,725.46
Roads Inc., of NWF 106 Stone Boulevard Cantonment, FL 32533	X	X	X	X	X	X	X	X	590,295.72
BIDS OPENED BY: Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 04/15/2014									
BIDS TABULATED BY: Cynthia Smith for Angie Holbrook, SOSA DATE: 04/15/2014									
BIDS WITNESSED BY: Cynthia Smith for Angie Holbrook, SOSA DATE: 04/15/2014									

CAR  
DATE 05/15/2014

BOCC  
DATE 05/15/2014

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF for a total amount of \$590,295.72

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.  
Notes:

Posted @ 8:00 a.m. CDT on 04/17/2014





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6091

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/15/2014

Issue: Purchase of Caterpillar 725 Articulated 6X6 Dump Truck VE 13-14.013

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Purchase of a Caterpillar 725 Articulated 6X6 Dump Truck VE 13-14.013 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to utilize the City of Tucson Contract #120377/National Intergovernmental Purchasing Alliance Company ("National IPA"), in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Caterpillar 725 Articulated 6X6 Dump Truck, VE 13-14.013, in accordance with tractor's specifications and manufacturer's options, in the amount of \$347,904, to Thompson Tractor Company.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

**BACKGROUND:**

The purchase of the Caterpillar 725 Articulated 6X6 Dump Truck, VE 13-14.013, was posted on the County website from March 4, 2013, through April 3, 2014. No offers were received. This piece of equipment replaces Property Tag #58821.

This equipment is an all terrain unit used in Landfill Operations to maintain facility in compliance with FDEP Operating Permit. Primarily utilized to transport cover materials to active landfill site and perform routine site maintenance as required.

**BUDGETARY IMPACT:**

Funding; Fund 401, Solid Waste, Cost Center 230314, Object Code 56401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is In accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and section 46-64, Board approval.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**Attachments**

Contract

Thompson Tractor CO Contract Quote

VE13-14.013

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# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: MAY 29, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: FIVE (5)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure and model changes for Caterpillar Generators.

The Caterpillar Generator participant discount pages shall be replaced with the attached discount schedule dated 05/09/13.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 5-29-2013  
Signature Date

JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title

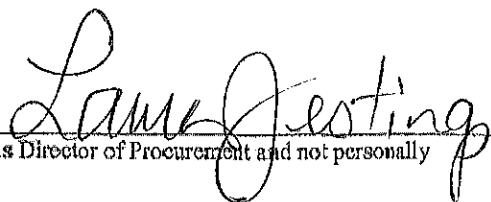
CATERPILLAR  
Company Name

100 NE ADAMS  
Address

walker-jason-c@cat.com  
Email Address

Peoria IL 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 29 DAY  
OF May, 2013, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# Contract #120377 Caterpillar Generator Discounts Effective 05/09/2013

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

Contract Discount	
60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C44PGAN" Caterpillar Price List)	
D40-6 (3 phase)	30%
D50-6 (3 phase)	30%
D60-6 (3 phase)	30%
D80-6 (3 phase)	30%
D100-6 (3 phase)	30%
D40-6S (1 phase)	30%
D50-6S (1 phase)	30%
D60-6S (1 phase)	30%
D80-2S (1 phase)	30%
D100-6S (1 phase)	30%

60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)	
D125-6 (3 phase)	30%
D150-8 (3 phase)	30%
D175-2 (3 phase)	30%

C8, 60 HZ, 250 - 300 kW (EPA Tier 3 & CARB Emissions Certified)	
(Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (480 or 240 Volt)*	38%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%

\*Other Voltages available, but may affect generator output

200 kW (600 Volt)	38%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%

C15, 60 HZ, 350 - 550 kW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use)  
(Reference the "PSNA-EPG-F\_C15PKQG" Caterpillar Price List)

Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with Weather Protective Enclosures"

350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4I	17%
455 kW Prime Power 480 Volt* Tier 4I	17%
455 kW Prime Power 208 Volt* Tier 4I	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%

\*Other Voltages available, but may affect generator output

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
450 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt)	31%

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)  
(Reference the "PSNA-EPG-F\_C18PKGG" Caterpillar Price List)

550 kW (480 or 240 Volt)*	25%
600 kW (480 or 240 Volt)*	25%

\*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%
600 kW (600 Volt)	25%

**C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_C27PKGG" Caterpillar Price List)*

<u>650 kW (480 or 240 Volt)*</u>	34%
<u>700 kW (480 or 240 Volt)*</u>	34%
<u>725 kW Std Prime Power 480 Volt* Tier 4i</u>	17%
<u>725 kW HD Prime Power 480 Volt* Tier 4i</u>	17%
<u>750 kW (480 or 240 Volt)*</u>	34%
<u>800 kW (480 or 240 Volt)*</u>	34%

\*Other Voltages available, but may affect generator output

**C32, 60 HZ, 900 - 1000 kW**

*(Reference the "PSNA-EPG-F\_C32PGAG" Caterpillar Price List)*

<u>1000 kW (480 or 240 Volt)*</u>	38%
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**C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

<u>1000 kW (480 or 240 Volt)*</u>	38%
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\*Other Voltages available, but may affect generator output

**3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_3512PGAG" Caterpillar Price List)*

<u>480 V, Standby Rating Only - 1500 kW</u>	34%
<u>12470 V, Standby Rating Only - 1500 kW</u>	34%

**3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_3516PGAL" Caterpillar Price List)*

<u>480 V, Standby Rating Only - 2000 kW</u>	34%
<u>12470 V, Standby Rating Only - 2000 kW</u>	34%

**3516B, 60 HZ, 2250 kW (EPA Tier 1)**

*(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)*

<u>Low/Med Voltage - Standby Rating Only - 2250 kW</u>	33%
<u>High Voltage - Standby Rating Only - 2250 kW</u>	33%

**3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)*

<u>Low/Med Voltage - Standby Rating Only - 2500 kW</u>	31%
<u>High Voltage - Standby Rating Only - 2500 kW</u>	31%

**G3520, 60 HZ, 2055 and 1900 eKW**

*(Reference the "PSNA-EPG-F\_G3520CPGL" Caterpillar Price List)*

<u>Low/Med Voltage - 2055 eKW</u>	17%
<u>Low/Med Voltage - 1900 eKW</u>	17%
<u>High Voltage - 2055 eKW</u>	17%
<u>High Voltage - 1900 eKW</u>	17%

**C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)**

*(Reference the "PSNA-EPG-F\_C175-16EL" Caterpillar Price List)*

<u>3000 kW (with Fan Rating)</u>	27%
<u>3100 kW (without Fan Rating)</u>	27%

**Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)**

*(Reference the "PSNA-EPG-F\_GASOLYGN" Caterpillar Price List)*

<u>All Ratings from 25 - 300 kW</u>	43%
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**XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))**

*(Reference the "PSNA-EPG-F\_XQ20N" Caterpillar Price List)*

<u>20 kW* (3 or 1 phase)</u>	45%
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\*There are several voltage options available

**XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))**

*(Reference the "PSNA-EPG-F\_XQ30N" Caterpillar Price List)*

<u>30 kW* (3 or 1 phase)</u>	45%
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\*There are several voltage options available

**XQ46N, 60 HZ, 46 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))**

(Reference the "PSNA-EPG-F\_XQ45N" Caterpillar Price List)  
45 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))  
(Reference the "PSNA-EPG-F\_XQ60N" Caterpillar Price List)  
60 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))  
(Reference the "PSNA-EPG-F\_XQ80N" Caterpillar Price List)  
80 kW\* (3 phase) 45%

\*There are several voltage options available

XQ100N, 80 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))  
(Reference the "PSNA-EPG-F\_XQ100N" Caterpillar Price List)  
100 kW\* (3 phase) 45%

\*There are several voltage options available

#### UPS (Uninterruptible Power Supply)

60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA)	20%
UPSB060 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kva)	20%

#### Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA)	20%
480V / 208V (60 / 80 kVA)	20%
480V / 208V (100 / 130 kVA)	20%
208V / 208V (40 / 50 kVA)	20%
208V / 208V (60 / 80 kVA)	20%
208V / 208V (100 / 130 kVA)	20%
600V / 208V (40 / 50 kVA)	20%
600V / 208V (60 / 80 kVA)	20%
600V / 208V (100 / 130 kVA)	20%
600V / 600V (40 / 50 kVA)	20%
600V / 600V (60 / 80 kVA)	20%
600V / 600V (100 / 130 kVA)	20%

#### Input Options - Single Input Standard

Dual Input	20%
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#### BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote

##### Battery Cabinet Adjacent

150 Adjacent Battery Cabinet	20%
300 Adjacent Battery Cabinet	20%
400 Adjacent Battery Cabinet	20%
490 Adjacent Battery Cabinet	20%

##### Battery Cabinet Remote

150 Remote Battery Cabinet	20%
300 Remote Battery Cabinet	20%
400 Remote Battery Cabinet	20%
490 Remote Battery Cabinet	20%

##### Battery Disconnect

175A Battery Disconnect	20%
250A Battery Disconnect	20%
400A Battery Disconnect	20%

#### AUXILIARY CABINET OPTIONS

Cable Connection Cabinet

Top Entry Cabinet	20%
Bottom Entry Cabinet	20%
<b>Adjacent Maintenance Bypass Cabinet</b>	
<b>Dealer chooses one (1) Maint Bypass, or wall Maint Bypass</b>	
Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA)	20%
<b>Wall Mount Maintenance Bypass Cabinet</b>	
Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V	20%
<b>Distribution Cabinet</b>	
480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%
<b>Distribution Cabinet Breakers</b>	
Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

**PARALLELING OPTIONS**

<b>Paralleling</b>	
Paralleling	20%
<b>Paralleling System Bypass Cabinet</b>	
28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%
<b>Paralleling System Bypass Cabinet Breakers</b>	
4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%

**COMMUNICATIONS**

<b>External Sync</b>	
External Sync Box	20%
External Sync Card	20%
<b>Additional Communications Protocol</b>	
Alarm Relay Card	20%
Environment Sensor for Network Management C	20%
Remote Summary Alarm Panel	20%

**MOUNTING**

**Seismic Kit**

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

**Flywheel Options**

(Reference the "UPS300AG" Caterpillar Price List)

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%

**ATS (AUTOMATIC TRANSFER SWITCHES)**

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-280-2, NEMA1	20%
ATC-280-3, NEMA1	20%
ATC-280-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%
ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%

<b>Delayed Transition</b>	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
ATCD-150-3, NEMA1	20%
ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%

ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%
ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
ATCD-1200-4, NEMA1	20%
CTGD-1600-3, NEMA1	20%
CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
ATCD-40-2, NEMA3	20%
ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
ATCD-80-2, NEMA3	20%
ATCD-80-3, NEMA3	20%
ATCD-80-4, NEMA3	20%
ATCD-100-2, NEMA3	20%
ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
ATCD-150-3, NEMA3	20%
ATCD-150-4, NEMA3	20%
ATCD-225-2, NEMA3	20%
ATCD-225-3, NEMA3	20%
ATCD-225-4, NEMA3	20%
ATCD-260-2, NEMA3	20%
ATCD-260-3, NEMA3	20%
ATCD-260-4, NEMA3	20%
ATCD-400-2, NEMA3	20%
ATCD-400-3, NEMA3	20%
ATCD-400-4, NEMA3	20%
ATCD-600-2, NEMA3	20%
ATCD-600-3, NEMA3	20%
ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%
ATCD-1200-2, NEMA3	20%
ATCD-1200-3, NEMA3	20%
ATCD-1200-4, NEMA3	20%
CTGD-1600-3, NEMA3	20%
CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%



CTGD-3000-4, NEMA3	20%
	20%
<b>MCCB ATC</b>	20%
ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
ATV-70-2, NEMA1	20%
ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
ATV-100-2, NEMA1	20%
ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
ATV-150-2, NEMA1	20%
ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
ATV-200-2, NEMA1	20%
ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
ATV-225-2, NEMA1	20%
ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
ATV-300-2, NEMA1	20%
ATV-300-3, NEMA1	20%
ATV-300-4, NEMA1	20%
ATV-400-2, NEMA1	20%
ATV-400-3, NEMA1	20%
ATV-400-4, NEMA1	20%
ATV-600-2, NEMA1	20%
ATV-600-3, NEMA1	20%
ATV-600-4, NEMA1	20%
ATV-800-2, NEMA1	20%
ATV-800-3, NEMA1	20%
ATV-800-4, NEMA1	20%
ATV-1000-2, NEMA1	20%
ATV-1000-3, NEMA1	20%
ATV-1000-4, NEMA1	20%
	20%
ATV-40-2, NEMA3	20%
ATV-40-3, NEMA3	20%
ATV-40-4, NEMA3	20%
ATV-70-2, NEMA3	20%
ATV-70-3, NEMA3	20%
ATV-70-4, NEMA3	20%
ATV-100-2, NEMA3	20%
ATV-100-3, NEMA3	20%
ATV-100-4, NEMA3	20%
ATV-150-2, NEMA3	20%
ATV-150-3, NEMA3	20%
ATV-150-4, NEMA3	20%
ATV-200-2, NEMA3	20%
ATV-200-3, NEMA3	20%
ATV-200-4, NEMA3	20%
ATV-225-2, NEMA3	20%
ATV-225-3, NEMA3	20%
ATV-225-4, NEMA3	20%
ATV-300-2, NEMA3	20%
ATV-300-3, NEMA3	20%
ATV-300-4, NEMA3	20%
ATV-400-2, NEMA3	20%
ATV-400-3, NEMA3	20%
ATV-400-4, NEMA3	20%
ATV-600-2, NEMA3	20%
ATV-600-3, NEMA3	20%

ATV-800-4, NEMA3	20%
ATV-800-2, NEMA3	20%
ATV-800-3, NEMA3	20%
ATV-800-4, NEMA3	20%
ATV-1000-2, NEMA3	20%
ATV-1000-3, NEMA3	20%
ATV-1000-4, NEMA3	20%
	20%
<b>Bypass Isolation</b>	20%
BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%
BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
CBTS-1600-3, NEMA1	20%
CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%
	20%
<b>Bypass Isolation Delayed Transition</b>	20%
BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
BICD-150-2, NEMA1	20%
BICD-150-3, NEMA1	20%
BICD-150-4, NEMA1	20%
BICD-225-2, NEMA1	20%
BICD-225-3, NEMA1	20%
BICD-225-4, NEMA1	20%
BICD-260-2, NEMA1	20%
BICD-260-3, NEMA1	20%
BICD-260-4, NEMA1	20%
BICD-400-2, NEMA1	20%
BICD-400-3, NEMA1	20%
BICD-400-4, NEMA1	20%
BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%

BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%

**Open Transition - Residential**

CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%
CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%

CTX-40-2, NEMA3	20%
CTX-40-3, NEMA3	20%
CTX-40-4, NEMA3	20%
CTX-80-2, NEMA3	20%
CTX-80-3, NEMA3	20%
CTX-80-4, NEMA3	20%
CTX-100-2, NEMA3	20%
CTX-100-3, NEMA3	20%
CTX-100-4, NEMA3	20%
CTX-150-2, NEMA3	20%
CTX-150-3, NEMA3	20%
CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
CTX-200-3, NEMA3	20%
CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: FOUR (4)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date 3-12-2013

Jason Walker - Governmental Sales

Typed Name and Title

Caterpillar Inc.

Company Name

100 NE Adams

Address

walker\_jason\_e@cat.com

Email Address

Peoria

Illinois

61629-1345

City

State

Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 18 DAY  
OF March, 2013, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

**PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX**, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 8 DAY  
OF Jan, 2013, AT TUCSON, ARIZONA.

[Signature]  
Signature Date

JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title

CATERPILLAR  
Company Name

100 NG ROOM 3  
Address

WALKER - JASON - C @ CAT.COM  
Email Address

PEORIA IL 61629  
City State Zip

[Signature]  
As Director of Procurement and not personally

# Caterpillar Product and Service Pricing

<u>Model</u>	<u>Minimum Member Discount</u>
Articulated Trucks	14%
Backhoe Loaders	21%
Generators	17% - 50%
Integrated Tool Carriers	21% - 26%
Landfill Compactors	14%
Motor Graders	23% - 37%
Paving Products	14% - 18%
Skid Steer Loaders	16%
Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
Track Type Tractors	10% - 25%
Tractor Scrapers	15% - 17%
Vocational Trucks	23%
Wheel Dozers	15%
Wheel Loaders	12% - 26%
Wheeled Excavators	32% - 35%
Work tools	15%

The following items are also available under the contract:

- Financing Options
- Used Equipment - subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools - pricing to be negotiated with local participating dealer
- Rentals - product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) - product pricing to be negotiated with local participating dealer
- Parts - product pricing to be negotiated with local participating dealer
- Service/Repair - product pricing to be negotiated with local participating dealer
- Extended Warranties - product pricing to be negotiated with local participating dealer
- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Unit	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
			DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
<b>Asphalt Pavers</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
	AP255	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
	AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642
<b>Asphalt Compactors</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
	CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
	CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
	CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
	CD44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
<b>Soil Compactors</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
	CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CS56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
NJPA Contract	CS64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
CS74	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
C5323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CS423	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP44		\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CP433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

**Track Type Tractors**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D4K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,809	\$5,175	\$2,942	\$4,364	\$1,314	\$6,527	\$6,969	\$9,296	\$9,061	\$5,724	\$3,232
	11	\$5,250	\$7,458	\$5,219	\$4,943	\$3,232	\$5,128	\$4,899	\$6,917	\$6,260	\$3,767	\$3,290
D6T	4	\$4,906	\$6,624	\$4,796	\$2,795	\$5,796	\$4,644	\$7,121	\$9,722	\$9,294	\$3,036	\$5,658
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D7E	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8T	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
D9T	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10T	4	\$8,321	\$15,931	\$9,984	\$6,823	\$15,277	\$10,637	\$15,346	\$20,653	\$21,052	\$7,790	\$13,058

**Integrated Tool Carriers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
IT38	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
IT62	3	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515

**WPA Contract  
Wheeled Excavators**



**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230
	11	\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
M315	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
	11	\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
M316	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
M318	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
M322	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
<b>Cold Planners</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
<b>Pneumatic Compactors</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
<b>Rotary Mixers</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529
<b>Towed Scrapers</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
<b>Motor Graders</b>												
Unit	Ship From	1	2	3	4	5	6	8	9	10	11	
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
14	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
NJPA Contract 160	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
<b>Skid Steer Loaders</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Multi Terrain Loaders</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Compact Track Loaders</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Hydraulic Excavators</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NJPA Contract	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
301.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.6	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.8	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
304	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
307	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
308	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
312	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
313	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
NJPA Contract	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
315	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
316	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
318	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
319	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
320	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
321	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
322	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
324	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
325	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
328	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
330	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
336	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

**Backhoe Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Wheel Tractor Scrapers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPA Contract 813	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
<b>Articulated Trucks</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926
<b>Wheeled Dozers</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
<b>Landfill Compactors</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
<b>Wheel Loaders</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NJPA Contract 907	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
908	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	4	\$3,962	\$5,800	\$3,635	\$2,124	\$5,589	\$3,892	\$5,614	\$8,557	\$8,723	\$2,836	\$4,778
950	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
962	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
966	4	\$4,239	\$6,322	\$3,962	\$2,316	\$6,093	\$4,242	\$6,119	\$9,327	\$9,507	\$3,090	\$5,208
972	4	\$4,860	\$7,114	\$4,459	\$2,605	\$6,856	\$4,775	\$6,886	\$10,498	\$10,699	\$3,479	\$5,861
980	4	\$11,983	\$17,625	\$9,283	\$10,161	\$10,577	\$6,504	\$8,578	\$18,791	\$20,084	\$5,044	\$9,952

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
963	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
973	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: TWO (2)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:


**SCOPE OF SERVICES**, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non-CAT accessories, parts or equipment are determined by each local participating dealer.

In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date 11/1/2012

Jason Walker - Governmental Sales

Typed Name and Title

Caterpillar

Company Name

100 NE Adams

Address

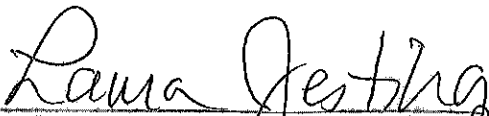
Walker\_jason\_e@cat.com

Email Address

Peoria Illinois 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 2 DAY  
OF Nov, 2012, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

The referenced contract has been amended to add the following:

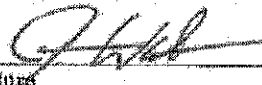
The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

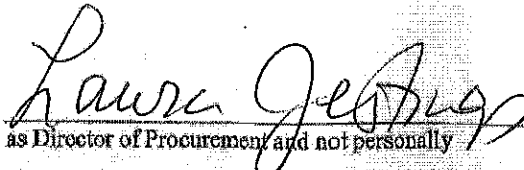
The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

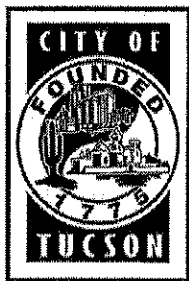
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 29 DAY OF Aug, 2012, AT TUCSON, ARIZONA.

  
\_\_\_\_\_  
Signature Date  
Jason Walker - Governmental Sales  
\_\_\_\_\_  
Caterpillar Typed Name and Title  
\_\_\_\_\_  
Company Name  
100 NE Adams  
\_\_\_\_\_  
Address  
Walker Jason\_C@cat.com  
\_\_\_\_\_  
Email Address  
Peoria IL 61629  
\_\_\_\_\_  
City State Zip

  
\_\_\_\_\_  
as Director of Procurement and not personally





## CITY OF TUCSON CONTRACT #120377

### HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT is made and entered into this 1<sup>st</sup> day of May, 2012, by and between the **CITY OF TUCSON**, hereinafter referred to as the "City", and **CATERPILLAR, INC.**, hereinafter referred to as the "Contractor" for **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**.

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

### SCOPE OF SERVICES

#### PRODUCT OFFERING

The products offered under this Contract are identified in **Attachment A: Caterpillar Equipment Discounts and Freight**. For more information on these specific products, go to [www.cat.com](http://www.cat.com).

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the [www.Cat.com](http://www.Cat.com) site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

## **PRICING**

Pricing under this contract is listed in **Attachment A, Caterpillar Equipment Discounts and Freights**. Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

## **WARRANTY**

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

### **140M2 Motor Grader**

	<u>Months</u>	<u>Hours</u>
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties**.

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

## **DEALER SERVICES**

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays' and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly \$18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

## ADDITIONAL REQUIREMENTS

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:
  - a. Copy of Contractor's order to the factory.
  - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
  - c. Factory generated computer status reports.
  - d. Notification to the City of any changes in production or shipping dates.
  - e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:
  - a. Invoice
  - b. Warranty document
  - c. Level 1 Inspection
  - d. Required manuals

The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

Cat Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - <http://www.cat.com/cda/layout?m=38000&x=7>.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit [SAFETY.CAT.COM](http://SAFETY.CAT.COM)™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

## SPECIAL TERMS AND CONDITIONS

**1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**2. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

**3. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

**4. INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

**5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

**6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

**7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**8. PRICE ADJUSTMENT:** The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.



## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the authority, with the concurrence of the Contactor to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor;

however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## OFFER AND ACCEPTANCE

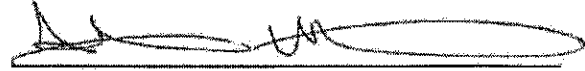
This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

### CITY OF TUCSON:



Mark A. Neihart, C.F.M, CPPB, A.P.P., CPM  
as Director of Procurement  
and Not Personally

### CATERPILLAR, INC

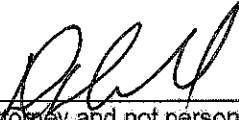


Steve Hinton  
North American Marketing Manager  
Caterpillar, Inc.  
100 NE Adams  
Peoria, IL 61629

### Contract contact:

Jason Walker  
Government Sales Consultant  
309-675-4095  
Walker\_jason\_c@cat.com

Approved as to form this 2<sup>nd</sup> day of May, 2012.

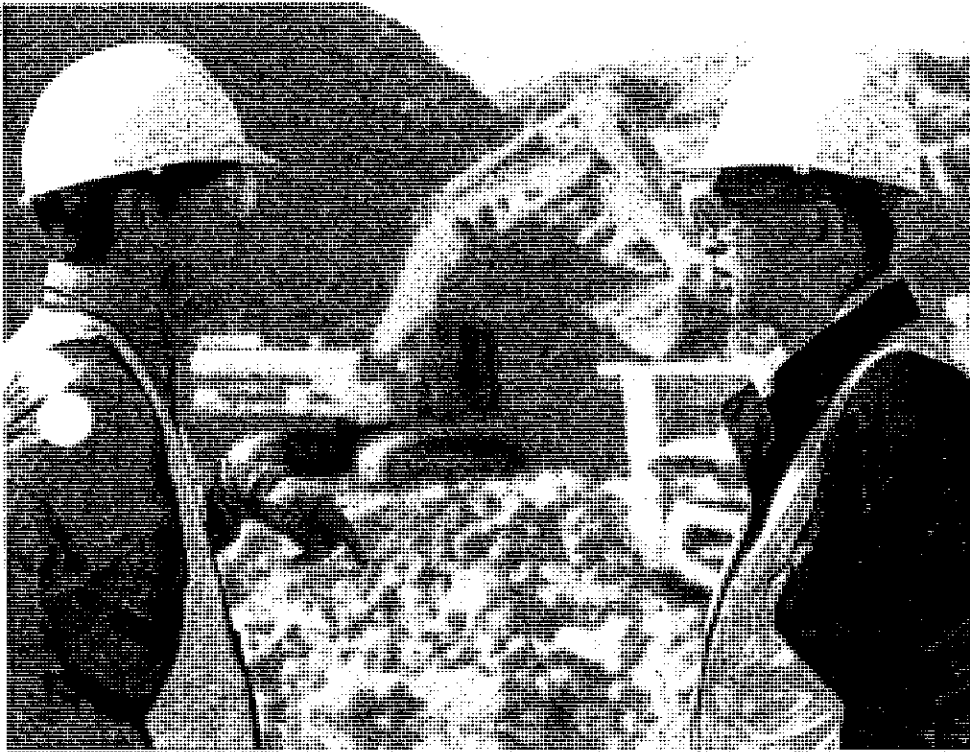


As Tucson City Attorney and not personally

**CITY OF TUCSON  
CONTRACT 120377**

**ATTACHMENT A:  
CATERPILLAR EQUIPMENT DISCOUNTS  
AND FREIGHTS**

THE NIGHT WATCHMAN  
THE NIGHT PLAN



**Cat<sup>®</sup> Equipment Protection Plans**

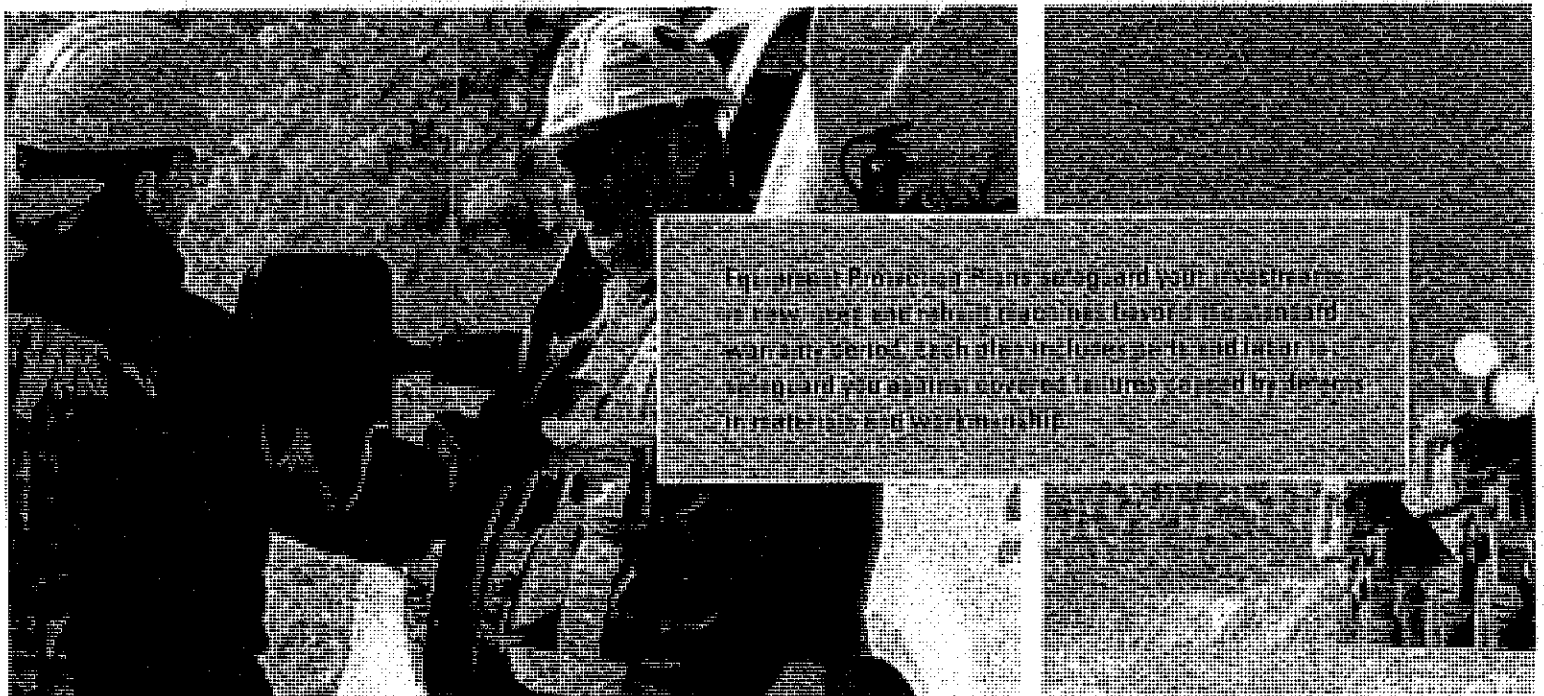
**CAT<sup>®</sup>**



# CONTROL YOUR COSTS MINIMIZE YOUR RISKS

You expect high performance from your people and your machines. If you're like a lot of equipment owners, you've also become something of an expert in risk management. You know that unexpected repairs can mean downtime—and put a crimp in your cash flow.

Your original Caterpillar warranty provides months of worry-free operation. But your machines are designed for years of productivity. Fortunately, the cost of unexpected repairs can be controlled—with a Cat® Equipment Protection Plan.



Three levels of protection are available: Powertrain, Powertrain+ Hydraulics and the most comprehensive coverage option, Premier.\* You can further tailor these plans to your specific needs by selecting from a wide variety of years/hours combinations. You'll find an extensive list of many included components in the back of this document.

#### Equipment Protection Plan benefits

- Provides the highest level of repair cost control available
- Tailored coverage to meet your needs
- Safeguards your investment beyond the standard warranty period
- Backed by the global resources of Caterpillar

\*Product availability varies by region.

**Equipment Protection Plans are available for many Cat products, including:**  
New equipment • Used equipment • Certified Rebuild products • Certified Powertrain Rebuild products • Hydraulic hammers • Telehandlers

**Also available for machine control and guidance technology, including:**  
AccuGrade™ Grade Control System • CAES • AQUILA™ Drill and Grapple Systems • MineStar™ System components

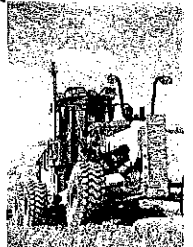
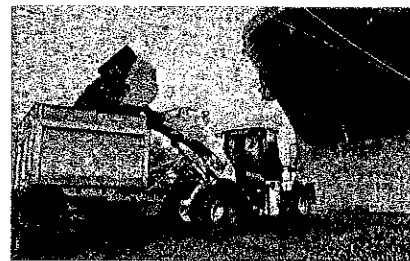


**What your Cat dealer does**

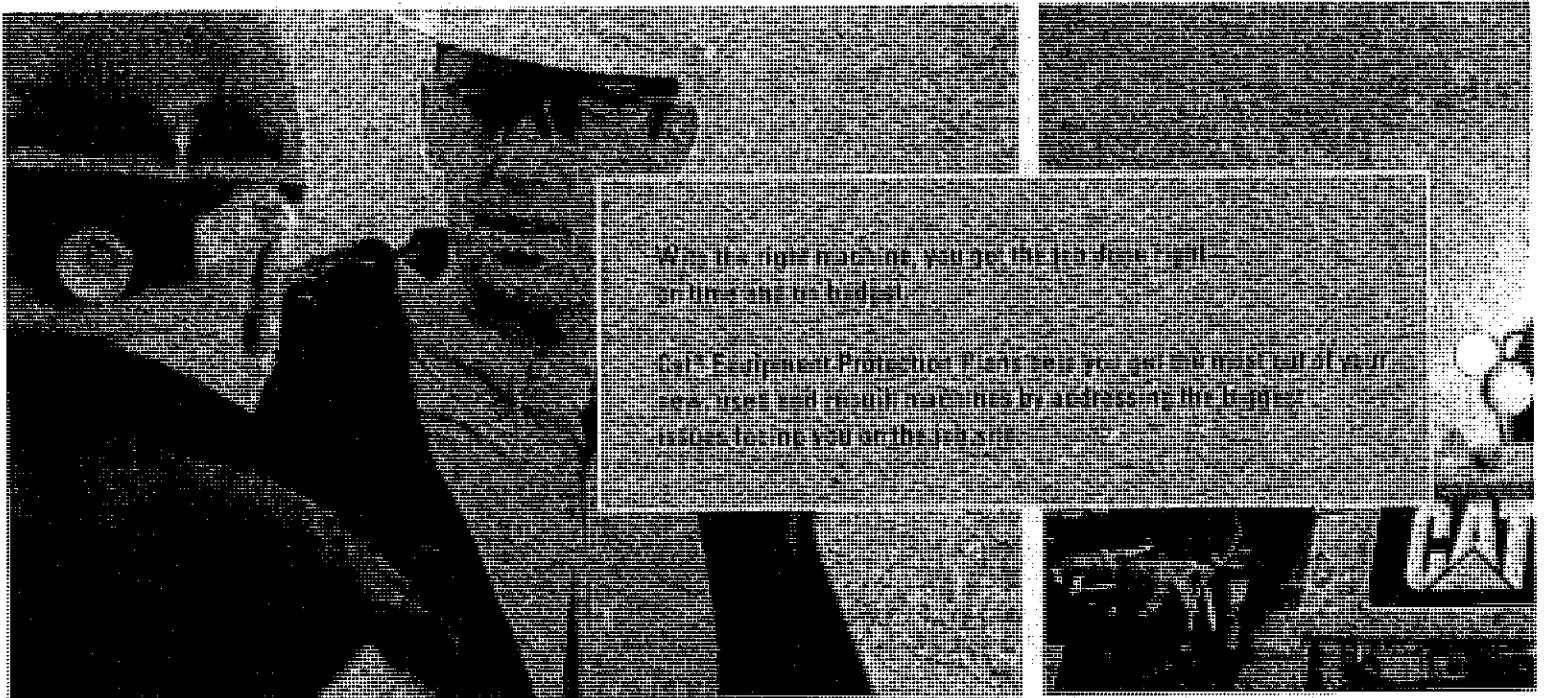
- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

**What you do**

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure



# YOU KNOW WHAT IT MEANS TO HAVE THE RIGHT MACHINE FOR THE JOB



With the right machine, you get the most out of your investment.

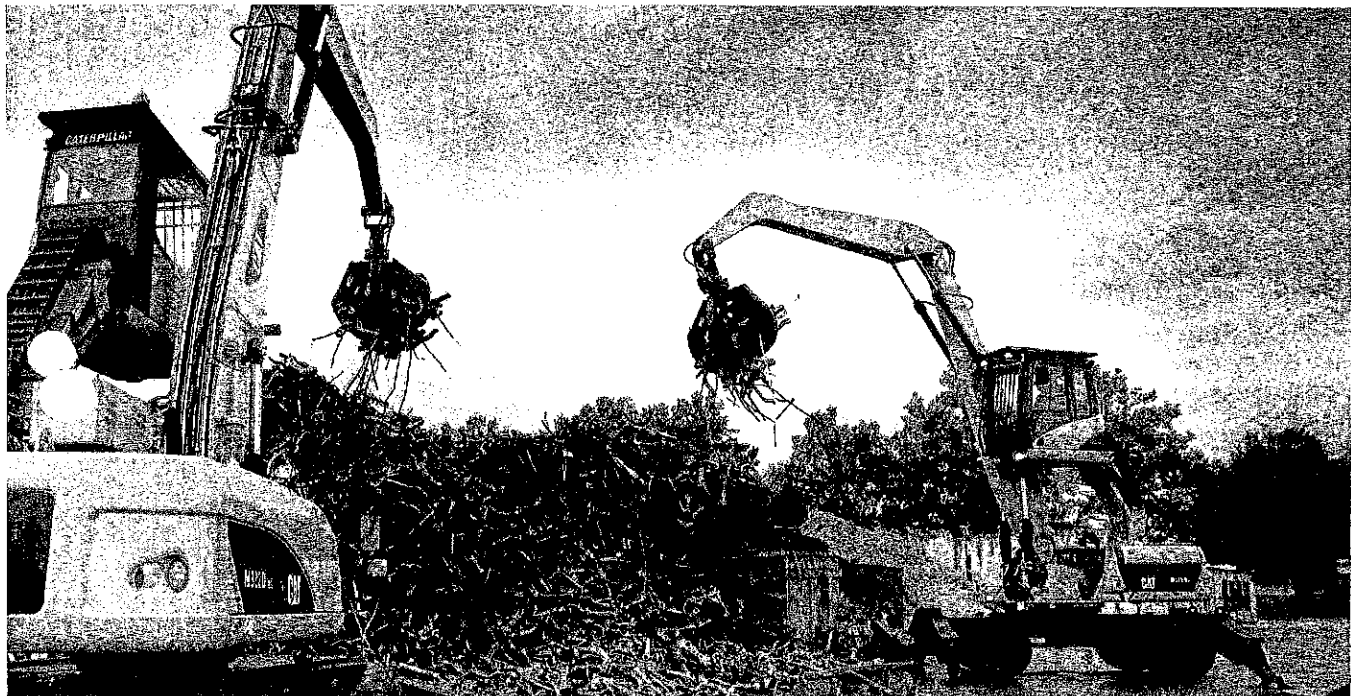
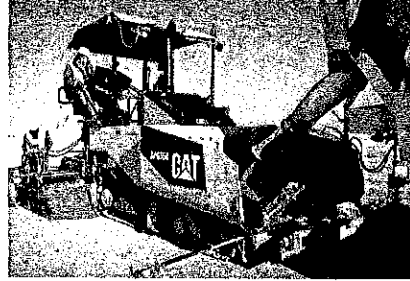
Cat Equipment Protection Plans help you get the most out of your new, used and rebuilt machines by addressing the biggest issues facing you on the job site.

## **Control your costs**

An unexpected equipment failure can play havoc on your schedule. With an Equipment Protection Plan, trained dealer technicians bring your machine back to the correct operating specifications using genuine Cat parts. And when it comes time to sell, you have documented repair records and possibly a transferable plan—increasing the chances of getting top dollar for your equipment.

## **Maximize your productivity**

Cat technicians are preventive maintenance experts, and they can help with unforeseen repairs as well. A Cat Equipment Protection Plan helps you understand and lock in costs up front, which lets you focus on managing your business, not your repairs.



**Get the expertise you need**

An experienced crew of mechanics is central to keeping your business running efficiently. But when you're running lean, you may not have all the people you need on staff. Fortunately, your Cat® dealer has invested heavily in training and proper tooling. An Equipment Protection Plan is one more way to ensure you are getting the most from your machine.

**Focus on safety**

Our technicians have the experience, training and tooling to complete repairs effectively and safely. When your machine returns to the job, you can be confident that correct operation specifications have been restored.

**Keep pace with regulations**

In a highly regulated environment, it's important to have a business partner who understands how to support your business. Cat Equipment Protection Plans ensure you retain affordable access to Cat dealer expertise.

# COVERED COMPONENTS

## PREMIER POWERTRAIN+HYDRAULICS POWERTRAIN

### PREMIER

Our most comprehensive coverage option, Premier coverage includes Powertrain+Hydraulics components, as well as additional electrical and structural components.

### Engine & Accessories

Engine - Internal Components	■
Oil Cooler	■
Radiator	■
Exhaust / Muffler	■
Manifolds	■
Fan Motor	■
Water Pump	■
Fuel Injection Pumps	■
Injectors	■
Lift / Transfer Pump	■
Senders / Solenoids / Sensors	■
Thermostat	■
Flywheel & Torque Converter	■
Engine Oil Filter Mount	■
Turbocharger	■
Starter	■
Alternator	■
AC Compressor / Condenser	■
Electronic Control Modules	■
Governor / Speed Controls & Linkages	■
Fuel Lines	■
Fuel Tank & Assoc. Parts	■
Water Piping	■
Oil Hoses / Lines (non-hydrostatic)	■
Cylinder Block	■
Piston	■
Piston Rings	■
Piston & Connecting Rod	■
Crankshaft, Main Bearings & Rod	■
Bearings	■
Camshaft & Camshaft Bearings	■
Timing / Accessory Gears	■
Timing Chain / Belt	■
Cylinder Head	■
Inlet / Exhaust Valve	■
Valve Cover & Base	■
Valve Spring & Guide	■
Rocker Arm	■

### Engine & Accessories (Continues)

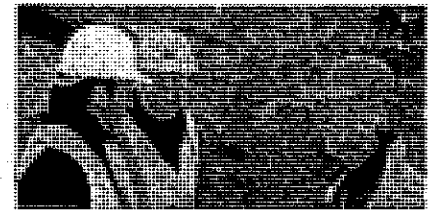
Rocker Shaft Assembly	■
Push Rod	■
Balancer	■
Fuel Pump / Governor Drive	■
Oil Pump	■
Oil Pan Group	■
Fan & Fan Drive	■

### Transmission

Transmissions	■
Transmission Oil Lines	■
Hydraulic Controls	■
Transmission Oil Filter Base	■
Transmission Gears	■
Final Drives / Planetary	■
Drive Shafts	■
Transfer Case	■
Wet Brake Assemblies	■
Hydrostatic Pumps & Drive Motors	■
Linkage / lines Connected to Hystat Pump	■
Drive (pilot / eh) Control Valves	■
Senders / Sensors	■
Powertrain Transmission Lines / Hoses	■
Transmission Oil Tank	■
Drive Train Oil Lines	■
Bevel and Transfer Case	■

### Drive Line/Drive Axle

Axles	■
Axle Seals	■
Final Drive & Wheel	■
Final Drive Case / Bore	■
Final Drive Chain	■
Final Drive Gears	■
Axle Shaft	■
Drive Axle Oil Pump	■
Universal Joint	■



## POWERTRAIN+HYDRAULICS

Coverage includes powertrain components, as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

### Steering

Steering Clutch	
Steering Clutch & Brake Control Valve	
Steering Gear & Valve	
Power Steering Logic Module	
Steering Linkage	
Steering Column	
Steering Console	
Tie Rod	

### Hydraulic Systems

Hydraulic / Steering Hoses & Lines	
Hydraulic Cylinders	
Hydraulic Valves & Controls	
Hydraulic Accumulators	
Hydraulic Oil Coolers	
Hoses and Lines	
Hydraulic Swivels	
Hydraulic Oil Filter Mount	
Hydraulic Oil Temperature Sensor	
Hydraulic Oil Filter Base	
Hydraulic Tanks	

### Suspension

Automatic Grade Control	
Axle Spring	
Bogie Suspension	
Cross Slope Control	
Equalizer Bar	
Equalizer Bar Center Pin Support	
Equalizer Bar Support	
Stabilizer	
Suspension Control	
Suspension Control Valve	
Suspension Cylinder	

## POWERTRAIN

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major powertrain component categories.

### Braking System

Brake Master Cylinder	
Vacuum Pump	
Wheel Cylinder	
Brake Caliper, Head Assembly	
Control Valves	
Brake Lines	
Accumulator	

### Electrical & Interior

Gauges/Indicators/Instruments	
Wiring harnesses	
Switches	
Relays / Circuit breakers	
Generator	
Alternator/Generator Battery Charger	
Main Power Relay	
Start Switch	
Fuse / Circuit Breaker Panel	
Circuit Board	

### Frames & Linkages

Chassis/Implement Frames	
Weldment	
Carbody	
Main Frame	

### Undercarriage

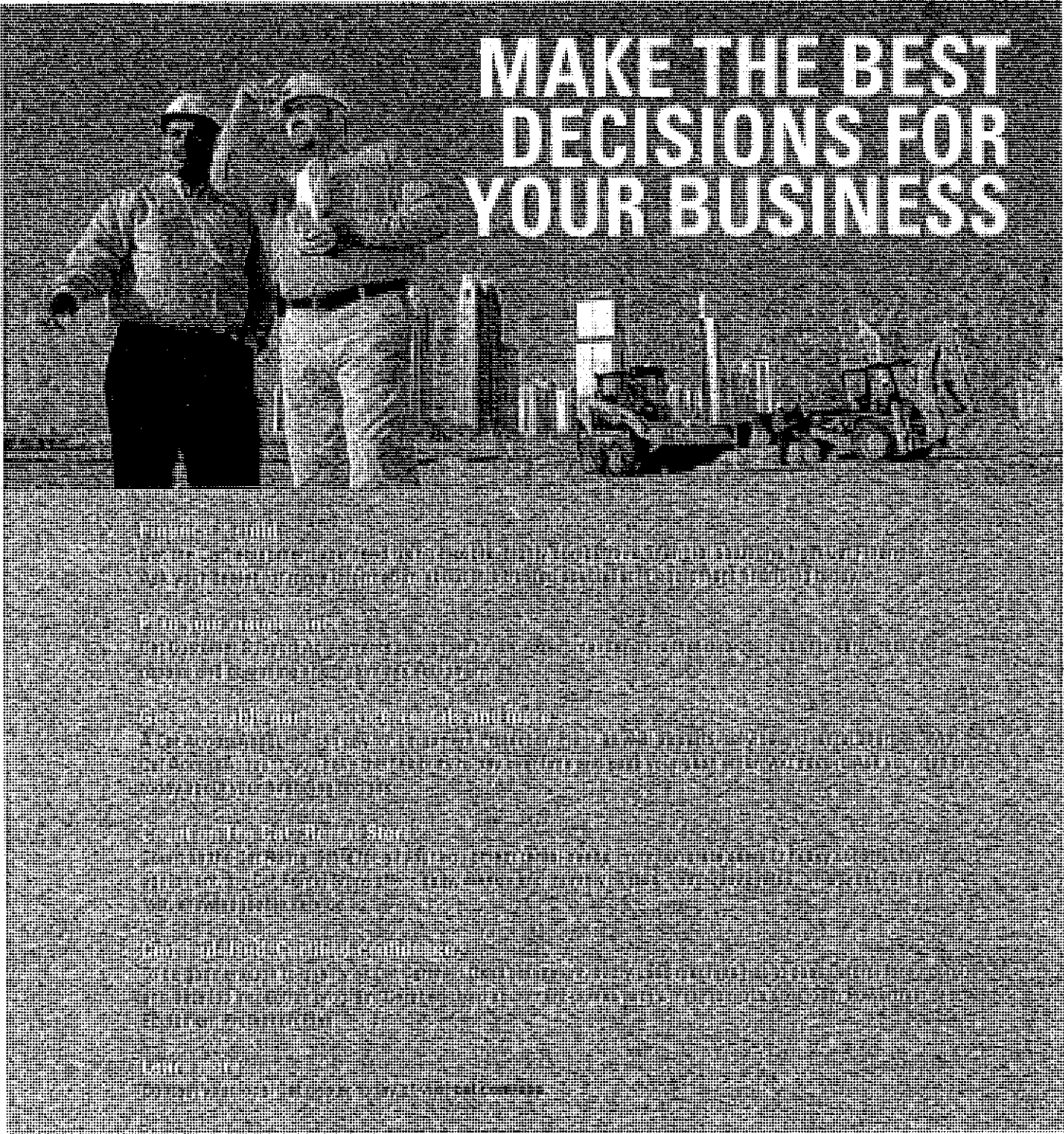
Track Roller Frame	
Track Adjuster	
Recoil Spring	

## CAT® EQUIPMENT PROTECTION PLAN EXCLUSIONS

Exclusions are not covered by the plan. Other exclusions include:

Examples of covered and excluded components or items are listed below. For a complete list of excluded components and parts, refer to the CAT Equipment Protection Plan. Contact your dealer.

# MAKE THE BEST DECISIONS FOR YOUR BUSINESS



The information contained herein is provided solely for general information purposes and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.

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AEXQ0500-01

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Effective with sales to the first user on or after July 1, 2011

# CATERPILLAR LIMITED WARRANTY

## New Vocational On-Highway Trucks

### USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new vocational on-highway trucks sold by it and operating within the geographic area serviced by authorized USA and Canada Cat Dealers to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

#### Warranty Period

The standard warranty period for the basic vehicle is 12 months from new vehicle delivery date, regardless of distance traveled. Exceptions are listed in Limitations. Components given additional warranty coverage and the warranty period are listed in the table *Warranty Coverage Schedule Table*.

This warranty is automatically transferrable to subsequent owners at no charge. Visit your local Dealer for name and address change information.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Cat dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- For CT11/CT13 engine failures: Provide reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage.

#### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.

- Labor costs, except as stated under "Caterpillar Responsibilities;"
- Travel expenses not covered under "Caterpillar Responsibilities;"
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Allowing Caterpillar access to all electronically stored data.
- After the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage, except warrantable CT11/CT13 engine failures. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Performing all required maintenance (including tune-ups, tire balancing and use of proper fuel, oil, lubricants, and coolant) and replacing normal wear and tear items including brake/clutch lining, windshield wiper blades and other similar parts required to keep vehicle in good working condition.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, improper maintenance, improper operation, improper repair, or an accident.
- Failures resulting from unauthorized alterations or modifications or that occur on a vehicle where the odometer reading has been altered.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustment, and unauthorized fuel-setting changes.
- Failures of or resulting from the following components/items: 1) Those warranted separately by their respective manufacturers (e.g., tires & tubes, transmissions, radios, lubricants, etc.), including the Cat CX-31 transmission, which is covered under the terms of a separate Caterpillar warranty. 2) Bodies, equipment, and accessories installed after delivery to the first user by other than authorized Caterpillar employees and Cat Dealers. 3) Front and rear axle alignment.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.

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Warranty Coverage Schedule Table		
Items Covered	Months	Miles/Km(000)
<b>Basic Vehicle Coverage</b>		
Basic Vehicle Warranty	12	Unlimited
Towing (Vehicles with CT11/13 engine failures only)	24	Unlimited
<b>Components</b>		
Frame Side Rails	60	Unlimited
Cab/Cowl Structure	60	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited
Brightwork, Chassis Paint and Corrosion (other than cab)	6	Unlimited
Cab Paint and Paint Adhesion	12	100/160
<b>Engine</b>		
Fire Trucks, Ambulances, Emergency Rescue application only		
Engine (CT11/CT13)	60	100/160
Non Rescue Applications		
Engine (CT11/CT13)	24	Unlimited
Engine (CT11/CT13) Injection Nozzles	24	150/240
Engine (CT11/CT13) Major Components	60	500/800
<b>Drivetrain</b>		
<u>Rear Axle Weight Ratings greater than 52,000-lb</u>		
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission	12	Unlimited
<u>Rear Axle Weight Ratings of 52,000-lb and Less</u>		
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission	36	300/480
<b>Drivetrain Components-As Warranted By Suppliers</b>		
The drivetrain supplier may offer additional warranty coverage beyond 36 months/300,000 miles (480,000 Km) as part of their standard warranty.		
For information regarding additional supplier coverages, please refer to specific policies from supplier warranty statements. You may acquire these materials from the supplier direct or your local Cat Dealer.		
<b>Engine Major Components:</b> Cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower assembly, connecting rods/caps/bolts, intake manifold castings, gear train gear(s).		

NOTE: Any failures resulting from improper installation or connections by a third party with the truck components are not the responsibility of Caterpillar.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after June 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

### Warranty Period

The standard warranty period for new rubber track used on Multi Terrain Loaders, and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new rubber track used on Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

### Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

$$\frac{\text{Track hours}}{1500 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

User Allowance for Compact Track Loaders:

$$\frac{\text{Track hours}}{1000 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

- Provide reasonable and customary labor required to correct the defect, including track removal and installation, if required.

### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

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*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

**NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.**

**CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.**

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

**THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.**

**NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.**

**CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.**

**CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.**

**This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.**

Effective with sales to the first user on or after August 15, 2010

# CATERPILLAR LIMITED WARRANTY

## New, Classic™ Parts, and Remanufactured Parts and Assembled Components, Cat Reman® Replacement Engines (for Cat® Machines), and Attachments Not Installed Prior to Delivery

### Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and remanufactured parts and assembled components (see exceptions below).
- Cat Reman® engines used as replacements in Cat® machines.
- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consist of Mining Series Adapters (MSA), Mining Series Retention (MSR), and Mining Series Tips (MST) products.
- Classic™ Parts used in authorized models.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to all landfill compactor tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Cat batteries and new and remanufactured parts and assembled components sold for use in on-highway vehicle applications, petroleum applications, and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

#### Warranty Period

The warranty period is as specified:

- For new and remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale to the first user.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Classic Parts, and remanufactured or Caterpillar approved repaired parts, assembled components, Cat Reman engines or attachments needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- In the case of assembled components, provide reasonable and customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.

- In the case of Cat Reman replacement engines (for Cat machines), provide reasonable and customary repair labor needed to correct the defect, excluding engine removal and installation labor.

#### User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

(Continued on reverse side .....)

## Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

- Failures resulting from abuse, neglect, and/or improper repair, including installation of parts and assembled components in contaminated systems.
- Failure resulting from Classic Parts being used in non-authorized models.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after May 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Caterpillar Work Tools

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Caterpillar Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty is subject to the following:

#### Warranty Period

For tools used solely in snow applications, the warranty period is 24 months.

For work tool line's quick connect/disconnect components sold on serialized tools for compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months after the date of delivery to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives, and crusher and pulverize knives and teeth are not warranted.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

#### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.

- Local taxes, if applicable.

- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

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*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

**NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.**

**CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.**

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

**THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.**

**NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.**

**CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.**

**CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.**

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after November 1, 2010

# CATERPILLAR LIMITED WARRANTY

## For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this

case, labor is limited to repair only, and removal and installation is the user's responsibility.

### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

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TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after December 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other

manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.

- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:*

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For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

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# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377  
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,  
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011  
TIME: 9:00 A.M. LOCAL AZ TIME  
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM  
255 W. ALAMEDA, 5<sup>TH</sup> FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB  
TELEPHONE NUMBER: (520) 837-4140  
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

### \*\*\*\*NOTICE\*\*\*\*

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

## **INTRODUCTION/ BACKGROUND**

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

## **NATIONAL CONTRACT REQUIREMENTS**

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

## TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

<b>Activity</b>	<b>Estimated Finish Date of Activity</b>
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

## SCOPE OF SERVICES

### **A. GENERAL REQUIREMENTS**

#### **1. QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

#### **2. PRODUCTION REPORTS:** The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

#### **3. DELIVERY and DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice

- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.
6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.
7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

**B. EQUIPMENT AND PRODUCT REQUIREMENTS:**

1. **EQUIPMENT:** A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

**Landfill Equipment:**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Material Handling**

Fork Lift  
Crane / Wheeled  
Crane / Track

**Construction Equipment**

Air Compressor  
Articulated Dump Truck  
Asphalt Cold Planer  
Asphalt Rotary Mixer  
Bucket Truck  
Cement Mixer  
Chip Spreader  
Crack Sealer  
Dozers / Tracked  
Dozers / Wheeled  
Dump Trucks  
Excavators / Tracked  
Excavators / Wheeled  
Ice Resurfacers  
Loaders / Backhoe / Wheeled  
Loaders / Tracked  
Loaders / Wheeled  
Motor Graders  
Patcher Truck

Paver / Tracked  
Paver / Wheeled  
Rollers / Drum / Vibrate  
Rollers / wheeled / Pneumatic  
Rollers / Drum / Wheeled  
Scrapers  
Skid Steer Loaders  
Soil Compactors  
Sweeper / Scrubber  
Sweeper / Street  
Sweeper / walkway  
Trailer / Tilt  
Trailer / Flatbed  
Trailer / Drop Neck  
Trailer / Utility  
Trencher  
Water Truck  
Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.



## **C. SERVICE REQUIREMENTS**

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:
  - a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.
  - b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.  
  
For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.
  - c. **Warranties:** The ability to provide a full range of extended warranties.
  - d. **Financing Options:** The ability to provide financing options.
  - e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.
  - f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.
  - g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
  - h. **Green/Sustainability Program:**
    1. Policies: Efforts and policies pertaining to green and sustainability.
    2. Products: Impact on product offerings.
    3. Distribution: Impact in distribution.
    4. Certifications: The industry recognized certifications and standards obtained.
  - i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
  - j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
  - k. **Other Services/Options:** Other value-add services not included in above categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.

## **PROPOSAL EVALUATION REQUIREMENTS**

### **I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Method of Approach**
- B. Price Proposal**
- C. Qualifications & Experience**

### **II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### **A. Method of Approach**

- 1. National Program
  - a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.
- 2. Distribution Network
  - a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.
  - b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
  - c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
  - d. Describe your dealer network and their role in providing products, services, etc. under this contract.
- 3. Product
  - a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
    - 1. Identification and description of equipment categories offered.
    - 2. Identification and description of sub categories.
    - 3. Identify accessories, parts, services, etc. that are available through the manufacturer.
    - 4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
    - 5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

- b. Describe your warranty program, including
  1. Types of warranties available (by category or equipment)
  2. Describe your warranty claims procedures.
  3. Describe your policy addressing warranty issues related to
    - a. Major Component Failures
    - b. Engineering Deficiencies
    - c. Describe your firm's standard response time to address warranty failure issues.
  - c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
  - d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
  - e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
  - f. Submit all information that will aid the City in evaluating your proposal.
  
4. Services
  - a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
  - b. Provide detailed information explaining your service capabilities.
  - c. Provide detailed information explaining the service capabilities of your authorized dealers.
  - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
  - e. Describe your training programs. The proposed training program shall include but not limited to:
    1. How will equipment training be conducted?
    2. Describe the training curriculum for the equipment operators.
    3. Describe the training curriculum for the service technicians.
    4. How will you accommodate various work shifts?
    5. What type of documentation is provided with the proposed training?
    6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
  - f. Submit any other services information that will aid the City in evaluating your proposal.
  
5. Ordering and Invoices
  - a. Describe your order process.
  - b. How do agencies work with your firm to determine appropriate equipment needs?
  - c. Describe the equipment delivery process and your delivery commitment.
  - d. What is your standard equipment delivery timeframes?

- e. How does your firm communicate order cut off dates to your customers?
  - f. Identify and describe any exceptions or challenges.
  - g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
  - h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
  - i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
  - j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.
6. Other
- a. Describe any government rebate programs applicable.

## **B. Price Proposal**

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.  
  
The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.
8. Indicate if payment will be accepted via credit card. \_\_\_\_\_ Yes \_\_\_\_\_ No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - b. Will a third party be processing the commercial credit card payment(s)?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  - c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).  
  
If "no" to above, will consideration be given to accept the card? \_\_\_\_\_ Yes \_\_\_\_\_ No
9. Does your firm have a City of Tucson Business License? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please provide a copy of your City of Tucson Business license.

**C. Qualifications and Experience**

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.
2. Describe your dealer network and their role in providing products and services under this contract.
3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Please submit any additional information that you feel is applicable to your qualifications and experience.
6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.
7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

**III. GENERAL**

**A. Shortlist:**



The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

**B. Interviews/Demonstrations:**

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
  
2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
  
3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
  
4. **INSURANCE:** The Contractor agrees to:
  - A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
  
  - B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
  
  - C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.



## OFFER AND ACCEPTANCE

### OFFER

**TO THE CITY OF TUCSON:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2011.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM  
As Director of Procurement and not personally

# ATTACHMENT A



## **Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**2.2 Pricing Commitment**

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.0 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

**3.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
  - ii. Announcement, contract details and contact information published on the company website within first 30 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
  - viii. Dedicated National IPA internet web-based homepage with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and \_\_\_\_\_ (herein “Supplier”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of \_\_\_\_\_ (herein “Product”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT  
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

**TERM OF AGREEMENT**

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

**NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

**QUARTERLY FEES & MONTHLY REPORTING**

10. Supplier shall pay National IPA an administrative fee in the amount of \_\_\_% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

**GENERAL PROVISIONS**

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company  
National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

(to be submitted electronically in Microsoft Excel format)

**National IPA Contract Sales Monthly/Quarterly Report**

Supplier Name:

Contract Sales Report Month/Quarter:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals \_\_\_\_\_

Cumulative Contract Sales \_\_\_\_\_



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages and Boroughs including but not limited to:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF REDMOND, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

**Counties and Parishes including but not limited to:**

ASCENSION PARISH, LA  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:**

BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
MEDFORD WATER COMMISSION  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
PORTLAND DEVELOPMENT COMMISSION, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

**Higher Education**

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
DEVRY UNIVERSITY - PORTLAND  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERISTY

**State Agencies**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED  
SERVICES**

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,  
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**  
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639  
[www.tucsonprocurement.com](http://www.tucsonprocurement.com)



# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.:120377  
RFP AMENDMENT NO.: TWO(2)  
PAGE 1 of 3  
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:**

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at [http://www.tucsonprocurement.com/bidders\\_bidopportunities.aspx?Orderby=ContractNum](http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)
2. **Due Date:** The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.
3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.
4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	<b>November 16, 2011</b>
Review of Proposals by Evaluation Committee and Reference Checks	<b>November 17, 2011 – January 13, 2012</b>
Vendor Interview	<b>December 15-16, 2011</b>
Evaluation Committee's recommendation	<b>January 13, 2012</b>
Final negotiation completed	<b>January 19, 2012</b>
Contract award	<b>January 20, 2012</b>

5. Scope of Work, Section A. General Requirements
  - a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

- b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377  
RFP AMENDMENT NO.: TWO (2)  
PAGE 2 of 3  
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements

a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

**Landfill Equipment**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Construction Equipment**

Articulated Dump Truck  
Dozers / Tracked  
Dozers / Wheeled  
Dump Trucks  
Excavators / Tracked  
Excavators / Wheeled  
Loaders / Backhoe / Wheeled  
Loaders / Tracked  
Loaders / Wheeled  
Motor Graders  
Scrapers  
Skid Steer Loaders  
Soil Compactors  
Trencher  
Water Truck  
Water Wagon

**Material Handling**

Crane / Track  
Crane / Wheeled  
Fork Lift-Straight Mast  
Fork Lift – Telescopic-Forward / High  
Reach

**Pavement Repair/Maintenance**

Asphalt Cold Planer  
Asphalt Rotary Mixer  
Bituminous Distribution Truck  
Chip Spreader  
Crack Sealer  
Patcher Truck  
Paver / Tracked  
Paver / Wheeled  
Rollers / Drum / Wheeled  
Rollers / Drum / Vibrate  
Rollers / Wheeled / Pneumatic

**Sweepers**

Sweeper / Scrubber  
Sweeper / Street  
Sweeper / Walkway

**Transport**

Trailer / Drop Neck  
Trailer / Flatbed  
Trailer / Tilt  
Trailer / Utility

**Miscellaneous**

Air Compressor  
Bucket Truck  
Cement Mixer  
Generator / Power Systems  
Ice Resurfacer  
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements

a. Item k, Change section to read: "Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer."

# REQUEST FOR PROPOSAL AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: NOVEMBER 3, 2011

**REQUEST FOR PROPOSAL NO.: 120377**  
RFP AMENDMENT NO.: TWO (2)  
PAGE 3 of 3  
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
- a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.
  - b. Page 12, Section B. Price Proposal, Item 1, Add the following:
    - i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.
    - ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.
  - c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."
9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED  
SERVICES**

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

# REQUEST FOR PROPOSAL AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: OCTOBER 18, 2011

**REQUEST FOR PROPOSAL NO.: 120377**  
RFP AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4<sup>th</sup> Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

1400 B2M



February 20, 2014

Escambia County Solid Waste  
Account# 2681000  
Pensacola, Fl

Thompson Tractor Company is pleased to offer the following machine for your consideration.

One (1) New Caterpillar 725 Articulated Truck 2014 Year Model

226-8615 725 Articulated Truck	\$427,280
307-6898 Scissor Tailgate	\$ 12,690
284-4013 Heavy duty cb radio	\$ 550
369-8718 Tires 23.5R25 DS E-3	\$ 725

City of Tucson / National IPA Contract #120377 Member Discounts For Equipment Sales

\$441,245 Total list price  
\$ 61,774 Member 14% from list discount  
\$379,471

\$ 5,239 Freight  
\$ 23,400 5 year or 7500 eptw plus hyd warranty, 12 month full machine

\$408,110  
-\$60,206 Thompson Tractor Company discount  
\$347,904 Total transaction price

Quoted subject to availability specific to s/n B1L03118 and B1L03119

Thompson Tractor Company  
D. Rucker Brown  
Sales Representative  
251-363-6266  
ruckerbrown@thompsontractor.com

A handwritten signature in black ink, appearing to read "D. Rucker Brown", with a long horizontal stroke extending to the right.

# Caterpillar Product and Service Pricing

<u>Model</u>	<u>Minimum Member Discount</u>
Articulated Trucks	14%
Backhoe Loaders	21%
Generators	17% - 50%
Integrated Tool Carriers	21% - 26%
Landfill Compactors	14%
Motor Graders	23% - 37%
Paving Products	14% - 18%
Skid Steer Loaders	16%
Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
Track Type Tractors	10% - 25%
Tractor Scrapers	15% - 17%
Vocational Trucks	23%
Wheel Dozers	15%
Wheel Loaders	12% - 26%
Wheeled Excavators	32% - 35%
Work tools	15%

The following items are also available under the contract:

- Financing Options
- Used Equipment - subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools - pricing to be negotiated with local participating dealer
- Rentals - product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) - product pricing to be negotiated with local participating dealer
- Parts - product pricing to be negotiated with local participating dealer
- Service/Repair - product pricing to be negotiated with local participating dealer
- Extended Warranties - product pricing to be negotiated with local participating dealer
- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

14001324



February 20, 2014

Escambia County Solid Waste  
Account# 2681000  
Pensacola, Fl

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Thompson Tractor Company  
D. Rucker Brown  
Sales Representative  
251-363-6266  
ruckerbrown@thompsontractor.com

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Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
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- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone												
		Shipping Zones - Based on Destination States										
		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
Product:		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
345	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
Backhoe Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Wheel Tractor Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager  
Office of Purchasing

**The Solid Waste Division of Escambia County, Florida desires to purchase:**

**Quantity: One (1) ea.**

**Base Description:**

**Year:** 2014 - 0 mileage

**Model:** Caterpillar 725 Articulated 6x6 Dump Truck

**Color:** Manufacturer Standard Color

**Equipment:** To be equipped with standard factory equipment.

**Warranty:** 12 month full machine warranty and 5 year or 7500 hour extended power train plus hydraulic warranty

**Vehicle Specifications and Manufacturer's Options**

**307-6898 Scissor Tailgate**

**284-4013 Heavy duty cd radio**

**369-8718 Tires 23.5R25 DS E-3**

**5 year or 7500 hour extended power train plus hydraulic warranty**

**Delivery required (from order date):**

60 – 90 days

**Maximum Budgeted Purchase Amount:**

\$347,904

**Specification Number VE13-14.013 – Solid Waste Department Vehicle Purchase # 5  
Caterpillar 725 Articulated 6x6 Dump Truck**

Posting Date	Tuesday, March 4, 2014
Due Date for Offers	Thursday, April 3, 2014
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE13-14. Solid Waste Department Vehicle Purchase - # 5–Caterpillar 725 Articulated 6x6 Dump Truck

Offers for the sale of vehicles meeting the specifications for VE13-14. 013 Solid Waste Department Vehicle Purchase #5 as listed will be accepted until **5:00 pm on Thursday, April 3, 2014** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

**Instructions to Offerors**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,  
Matt Langley Bell, III Bldg.,  
213 Palafox Place, Pensacola, Florida 32502

**And clearly marked with the Specification Number VE13-14. 013 Solid Waste Department Vehicle Purchase #5 and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6101

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/15/2014

Issue: Authorization for over \$50,000 Expenditure in Fiscal Year 2013-2014

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Authorization for Expenditures Over \$50,000 in Fiscal Year 2013-2014 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize expenditures of over \$50,000 in Fiscal Year 2013-2014, for Cobia Build Contractors, Inc., Vendor Number 033786, and Common Area Solutions Vendor Number 034266. Both Contractors perform demolition or lot clearing services for Environmental Code Enforcement for individual Projects of less than \$50,000, based on competitive quotes. This request is being made in advance of the cumulative total of expenditures exceeding \$50,000 this Fiscal Year for these vendors.

[Funding: Fund 103, Environmental Code Enforcement Fund, Cost Center 290101, Object Code 53401]

**BACKGROUND:**

Environmental Code Enforcement obtains three quotes from a pool of qualified contractors for the performance of demolition and lot clearing work the estimated cost of which is below the mandatory bid amount of \$50,000 throughout the year, as needed. The work is awarded based on the lowest quoted cost. The Demolition and Lot Clearing Contractors are qualified through a formal qualifications process administered and maintained by the Office of Purchasing. Based on the current activity in FY13-14 it is anticipated that purchase orders to Cobia Build Contractor Inc. and Common Area Solutions will exceed \$50K.

**BUDGETARY IMPACT:**

Funding: Fund 103, Environmental Code Enforcement Fund; Cost Center 290101; Object Code 53401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46 Finance, Article II purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Environmental Enforcement Officer identifies the work and obtains the quotes for the operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6106**

**County Administrator's Report 12. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Air Filters Contract PD 13-14.042

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Agreements for Air Filters, PD 13-14.042 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreements for Air Filters, PD 13-14.042, awarded to Lynn A. Berry, Inc., d/b/a Johnstone Supply, and Lott Enterprises, Inc., d/b/a Pure Air Filters, and approve annual expenditures in excess of \$50,000.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

**BACKGROUND:**

The Office of Purchasing advertised the solicitation in the Pensacola News Journal, March 31, 2014. Two bids were received.

**BUDGETARY IMPACT:**

Funding: Fund 001 General Fund, Cost Center 310203, Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the contracts.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the contracts and purchase orders.

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**Attachments**

Johnstone Contract

Lott Enterprises Contract

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## **AGREEMENT FOR AIR FILTERS PD 13-14.042**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Lynn A. Berry, Inc. d/b/a Johnstone Supply (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 36-2715608 and whose principal address is 3900 North "W" Street, Pensacola, Florida 32505.

### **WITNESSETH:**

**WHEREAS**, on March 31, 2014, the County issued an Invitation to Bidders (PD 13-14.042) seeking vendors to provide air filters on an as-needed basis; and

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.042, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 21, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.
5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.
6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.
7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.
9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Johnstone Supply  
Attention: Brad Wilcox  
3900 North "W" Street  
Pensacola, Florida 32505

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by

Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/6/14

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

**COUNTY:**  
**BOARD OF COUNTY COMMISSIONERS**  
**ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**CONTRACTOR:**  
**LYNN A. BERRY, INC. D/B/A JOHNSTONE**  
**SUPPLY**

By: \_\_\_\_\_  
Brad Wilcox, Vice President

Date: \_\_\_\_\_

## AGREEMENT FOR AIR FILTERS PD 13-14.042

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Lott Enterprises, Inc. d/b/a Pure Air Filters (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 64-0655737 and whose principal address is 204 Eastman Street, Greenwood, MS 38930.

### WITNESSETH:

**WHEREAS**, on March 31, 2014, the County issued an Invitation to Bidders (PD 13-14.042) seeking vendors to provide air filters on an as-needed basis; and

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.042, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 8, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.



12. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pure Air Filters  
Attention: James H. Lott  
204 Eastman Street  
Greenwood, MS 38930

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by

Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/16/14

**COUNTY:**  
**BOARD OF COUNTY COMMISSIONERS**  
**ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

**CONTRACTOR: LOTT ENTERPRISES, INC.**  
**D/B/A PURE AIR FILTERS**

ATTEST:

By: \_\_\_\_\_  
James H. Lott, Vice President

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

Date: \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-5854**

**County Administrator's Report 12. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Employment Assistance Program Services PD 13-14.019

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Employee Assistance Program Services, PD 13-14.019 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Employee Assistance Program Services, PD 13-14.019, between Escambia County, Florida, and Behavioral Health Systems, Inc., in the amount of \$7,000, for a period of 12 months, with an option to extend for 2 additional 12-month periods, with an effective date of August 1, 2014.

[Funding: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53101]

**BACKGROUND:**

The Employee Assistance Program contract has been in place for a number of years and the expectations and requirements for these services have evolved over the years. Based on the needs of our employees and the services that will be provided, this Contract will keep the County current in the area of ongoing employee assistance benefits.

**BUDGETARY IMPACT:**

[Funding: Fund 501 Employee Assistance Program, Cost Center 150106, Object Code 53101]

Funding for this program will increase to \$1.25 per person per month. The premiums for all Appointing Authorities except the Sheriff will be paid by the Human Resources Department. The annual premium is based on the current number of employees (1732) who are eligible for this program. The monthly premium will be approximately \$2200 or \$26,400 annually. This Agreement shall commence as of the effective date and continue for a term of one (1) year. The County may unilaterally exercise the option to renew this agreement for two additional one (1) year periods, up to a maximum of three (3) years from the date of commencement, upon providing written notice to the Contractor no later than sixty (60) days prior to the expiration of any one (1) year period.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

Agreement

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**AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES  
PD 13-14.019**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Behavioral Health Systems, Inc. (hereinafter referred to as "Consultant"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 631007625 and whose principal address is 2 Metroplex Drive, Suite 500, Birmingham, AL 35209.

**WITNESSETH:**

**WHEREAS**, on February 18, 2014, the County issued a Request for Proposals (PD 13-14.019) seeking the services of an employee assistance program (EAP) provider; and

**WHEREAS**, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a firm with the requisite expertise in the area of EAP services; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. The County may unilaterally exercise the option to renew this agreement for two additional one (1) year periods, up to a maximum of three (3) years from the date of commencement, upon providing written notice to the Contractor no later than sixty (60) days prior to the expiration of any one (1) year period.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed a period of forty-two (42) months.

3. Scope of Services. Consultant agrees to provide EAP services in accordance with the scope of services outlined in Escambia County's RFP Specification No. P.D. 13-14.019,

attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Consultant's provision of the scope of services referenced in Section 3 above, County shall pay Consultant a fee of \$1.25 per employee per month, in accordance with the Cost Proposal, dated March 11, 2014, provided as part of the Consultant's Response, attached hereto as Exhibit "B".

5. Method of Billing. Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Behavioral Health Systems, Inc.  
 Attention: Deborah Stephens  
 2 Metroplex Drive, Suite 500  
 Birmingham, AL 35209

To: Escambia County  
 Attention: County Administrator  
 221 Palafox Place  
 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. **Public Records.** The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if

any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 4/25/14

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

**COUNTY:**  
**BOARD OF COUNTY COMMISSIONERS**  
**ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lumon J. May, Commissioner

**CONSULTANT:**  
**BEHAVIORAL HEALTH SYSTEMS, INC.**

By: \_\_\_\_\_  
Deborah Stephens, President

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary



ESCAMBIA COUNTY  
FLORIDA

REQUEST FOR PROPOSERS

EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES

SPECIFICATION NUMBER PD 13-14.019

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday March 11, 2014

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman  
Steven Barry, Vice Chairman  
Wilson B. Robertson  
Gene Valentino  
Grover Robinson, IV

**Procurement Assistance:**

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)  
Website: [www.myescambia.com](http://www.myescambia.com)

**Technical Assistance:**

Paulette Stallworth  
Human Resource Supervisor  
Human Resources Department  
221 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4926  
Fax: (850) 595-4966  
Email: [p\\_stallworth@co.escambia.fl.us](mailto:p_stallworth@co.escambia.fl.us)

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

(Revised 3/1/06)



**EXHIBIT A  
SPECIFICATIONS  
EMPLOYEE ASSISTANCE PROGRAM**

The Escambia County Board of County Commissioners is requesting proposals from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees and our management team on various topics of this request.

**I. OBJECTIVE**

- A. Provide employees with an understanding of the effect which personal problems may have on job performance, and
- B. Provide troubled employees with a source of assistance in dealing with personal problems which affect job performance, and
- C. Provide supervisors with guidelines for recognizing and dealing with employees whose personal problems affect their job performance.

**II. DESCRIPTION**

**A. Eligibility**

- (1) Individuals who are employed by the Appointing Authorities and Agencies of Escambia County are eligible for services of the Employee Assistance Program.
- (2) Family members of the above employees are eligible for services of the Employee Assistance Program.
- (3) Employees and family members are eligible for up to three (3) sessions within a calendar year with a Counselor.
- (4) These sessions are at no cost to the employee or family member.

**B. Initial Evaluation**

- (1) The initial evaluation shall be made available to employees within 48 hours of the request.
- (2) Employees in extreme crisis (harmful to self or others) will be seen by a counselor, psychiatrist, or psychologist on an emergency basis within 24 hours of the request.
- (3) Employees shall have access to a local telephone number that shall be answered during the Vendor's regular office hours.

- (4) Employees shall have access to a toll-free, 24-hour seven days a week Help Line staffed with counselors to assist them.

**C. Assessment**

- (1) The Counselor will gather client demographic data, as well as obtain psychological, social and work history, as appropriate.
- (2) The Counselor will make a decision regarding the need for further treatment of the employee using the following guidelines in making this decision:
  - a. If the problem focuses on a single issue, or if the employee is reasonable in control of his/her situation the Counselor may determine that short-term counseling is required.
  - b. If the problem requires a specific type of professional assistance, or agency, the Counselor will then refer the employee to an appropriate referral service. The Counselor shall give the employee or family member an estimated cost of the referral service.
  - c. When making a referral to an outside source factors such as the skills and qualifications of the referral source, type and complexity of the employee's problems, the employee's insurance coverage and/or ability to pay and the geographic location of the referral source should be part of the assessment.

**D. Location**

- (1) A facility that is conveniently located in Escambia County.
- (2) A facility that provides the confidentiality of appointments.

**E. Referrals**

- (1) Self-referral:

The employee or a family member can request the services of the EAP for personal problems related to financial or legal difficulties, family strife, and the ability to deal with stress, or other such factors may cause them to have psychological, emotional, medical, or substance (drug and alcohol) abuse problems.

- (2) Management referrals:

When an employee's problems interfere with his/her job performance, the supervisor may refer the employee to EAP to solve the problem. Performance issues include, but are not limited to, absenteeism, tardiness, on-the-job accidents, disruptive behavior and/or a significant documented reduction in quality or quantity of work.

- (3) Employees shall be referred to the EAP as a condition of employment in accordance with the County's Substance Abuse Policy.
- (4) A written return-to-work notification is required within 24 hours of their release from the program for employees who test positive for drug and/or alcohol in

accordance with the County's Substance Abuse Policy and those referred by management.

- (5) If necessary, the supervisor or Human Resources will make an appointment with the Counselor for the employee.
- (6) No details regarding the personal problem will be disclosed to the supervisor.
- (7) The Counselor shall notify the employer within 24 hours if the employee fails to report for an appointment resulting from testing positive to drugs and/or alcohol or a management referral.

#### F. Follow-up

- (1) Employees who have used the services of the EAP will be contacted after one month following their last EAP visit to ensure that they have followed through with the recommendations. This contact will be made by a telephone or a personal visit with the Counselor.
- (2) Employees who have used the services of the EAP will be contacted after six (6) months following their last EAP visit to insure that they have followed through with the recommendations. This contact will be made by a telephone call or by letter, as appropriate.

#### G. EAP Information and Training

- (1) Information about the Employee Assistance Program shall be made available within 30 days of the award of the contract to acquaint employees of the available services as part of the provided services.
- (2) Informational materials (e.g., website, brochures, newsletters, posters, wallet-sized cards, etc.) regarding the available services will be made available to all employees as part of the provided services.
- (3) Annual training will be conducted for managers and supervisors. This training will address the supervisor's role in the EAP, how the EAP services work, how to identify troubled employees and how to make referrals to the program. This training part of the provided services.
- (4) In the event of a catastrophic event or employee death, on-site assistance/training/counseling may be required within 24 hours notice.

#### H. Client Records and Confidentiality

- (1) The Provider of this specification agrees that its employees, agents and independent contractors are legally bound to the confidentiality requirements of federal, state and local regulations, laws, rules, etc.

#### I. Reporting Requirements

- (1) Non-identifiable statistical information will be provided to the County on a quarterly basis. This information shall include, but not be limited to: the total number of persons evaluated (employees, spouses and dependents), the number of

self-referrals, the number of administrative referrals, disposition of referrals, the number of active cases, and the number of closed cases.

- (2) The County may request an annual meeting to discuss and evaluate the program.

### **III. EMPLOYEE ASSISTANCE PROGRAM QUALIFICATIONS**

#### **A. Background of Management and Counselors**

The Provider will be authorized and licensed to do business in the State of Florida; with acceptable financial strength and staff to enable them to provide the desired level of service.

#### **B. Organizational Structure**

The Provider will furnish an organizational structure showing the line of authority within the organization.

#### **C. References**

References may be furnished to demonstrate that the Provider can provide service to a group of this size.

### **IV. DELIVERABLES**

#### **EAP services for the employee**

1. Provide an EAP Counselor or immediately upon initial telephone call which could be 24 hours/day, 7 days a week.
2. Provide a local telephone number which shall be answered during normal business hours (8:00 am to 5:00 pm CST)
3. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
4. Provide a toll-free telephone number which shall be answered 24 hours/day, 7 days a week. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
5. The EAP Counselor or an appointment scheduler shall provide an initial, brief assessment with the employee with instructions for the initial face-to-face visit.
6. The EAP Counselor shall assist the employee with referrals for long-term or specialized care based on assessed employee need.
7. Provide the employee and family members with three sessions per calendar year.

8. Provide/coordinate services that are covered by the County's benefits plans that will cover medical/behavior problems, including but limited to alcoholism, drug abuse, and mental/emotional disorder.

#### **EAP services for the County**

1. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
2. Provide onsite orientation for approximately 1200 employees. Sessions shall be conducted at County facilities with various dates, times and locations. Sessions shall be conducted within the first six months of the contract. All training materials shall be included in this request.
3. Provide positive drug test appointments for employees within five (5) business days of initial request.
4. Provide management referred appointments within 48 hours of initial request
5. Provide a website for employees to access information about the company.
6. Provide annual training for the County's management team (approximately 120 employees). Sessions shall be conducted at County facilities with various dates, time and locations. Sessions shall be conducted within the first six months of the contract; and annually thereafter. This training shall cover topics such as performance-based identification of troubled employees, the EAP management referral process, return-to-work conferences and consultation with the EAP. All training materials shall be included in this request.
7. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
8. Provide a variety of printed materials such as posters, wallet cards, online services, etc., to maximize awareness in the workplace and promote easy access to EAP services and support.
9. Provide quarterly utilization reports to the Human Resources Department. Reports should reflect number of employees using the services, number of family members using the services, type of visits being referred for, self-referrals, management referrals, number of open cases, number of closed cases.
10. Schedule an annual meeting with Human Resources to discuss contract performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of County policy.
12. Provide licensed professional EAP Counselors to deliver services. This includes the background of counselors, i.e. education, credentials, years of experience, etc.
13. Provide policies that clearly define how employee personal information will be used, stored and protected.

Final & Best Offer

**BEHAVIORAL HEALTH SYSTEMS, INC.**

Employee Assistance Program  
Capitated Proposal & Cost Summary

for

Escambia County, Florida

**Three (3) EAP Sessions**

**Per Employee Per Month Cost  
\$1.25**

The following services are included in the above projection:

- Outpatient Treatment at the Appropriate Level of Care (Master's Level and Psychologists Included)
- Freedom of Choice in Provider Selection – BHS' Network Includes More than 300 Providers in a 65 Mile Radius of Escambia County
- Two (2) Days of Onsite Orientation Sessions
- Two (2) Days of Annual Trainings for County Management Team
- Onsite Meeting to Discuss the Annual EAP Cost and Utilization Report
- Quarterly Utilization Reports Provided Electronically
- Wallet Cards Provided (1 per employee)
- Monthly BHS E-Newsletter Distributed to all Locations
- Annual Printed EAP Posters (Mailed to Each Location Specified)
- Access to BHS Online Portal for Benefit Materials (password provided)
- Telephonic Management Consultations
- Access to Online Work/Life Resource through [www.behavioralhealthsystems.com](http://www.behavioralhealthsystems.com) (see attached flyer)
- Management Referrals, DOT-required Substance Abuse Evaluations and Return-to-Work Status Reports Will be Provided at BHS' Standard Fee-For-Service Fee Schedule (not included in the capitated amount above)

Note: Projected costs are based on 1,200 covered employees.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6036**

**County Administrator's Report 12. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Palafox Transfer Station Hauling Contract PD 13-14.041

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Agreement Relating to Palafox Transfer Station Debris Hauling, PD 13-14.041 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement Relating to Palafox Transfer Station Debris Hauling, PD 13-14.041, between Escambia County and Southern Haulers, LLC, for the Palafox Transfer Station Hauling Contract, in the amount of \$200,000.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

**BACKGROUND:**

This contingency contract provides all labor, tools, equipment, trucks and trailers, to transport all Materials loaded into Contractor's trailers by the County or its designees at the Palafox Transfer Station owned or operated by the County to the Perdido Landfill owned by the County.

The solicitation was advertised in the Pensacola News Journal on March 24, 2014. One bid was received for truck only alternate at \$200. per trip. No bids were received for the truck and trailer alternate.

**BUDGETARY IMPACT:**

Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the agreement.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**



The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

Bid Tab Awarded  
Agreement

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**AGREEMENT RELATING TO PALAFOX TRANSFER STATION**  
**DEBRIS HAULING PD13-14.041**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and Southern Haulers, LLC, a foreign limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 34-11881494, whose principal address is 8063 Southern Boulevard, Youngstown, OH 44512, and whose business address is 24741 Highway 41, Brewton, AL 35040.

**WITNESSETH:**

**WHEREAS**, on or about March 24, 2014, the County issued an Invitation to Bid relating to debris hauling at the Palafox Transfer Station (PD 13-14.041); and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of debris hauling services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term**. This Agreement shall commence as of the effective date and continue for a term of one (1) year. The County may unilaterally exercise the option to renew this agreement for two additional one (1) year periods, up to a maximum of three (3) years from the date of commencement, upon providing written notice to the Contractor no later than sixty (60) days prior to the expiration of any one (1) year period.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed a period of forty-two (42) months.

3. **Scope**. Contractor agrees to perform in accordance with the Scope of Work as outlined in Escambia County's Invitation to Bid for Palafox Transfer Station Hauling, Specification No. P.D. 13-14.041, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. **Compensation**. County shall pay Contractor in accordance with the Contractor's Bid Form, dated April 10, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this

agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for debris hauling services to the Contractor on an "as-needed" basis. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. **Insurance.** The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Southern Haulers, LLC  
Attention: John Triezenberg  
24741 Highway 41  
Brewton, AL 35040

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title:   
Date: \_\_\_\_\_

CONTRACTOR:  
SOUTHERN HAULERS, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

ESCAMBIA COUNTY  
FLORIDA

INVITATION TO BIDDERS

**PALAFX TRANSFER STATION HAULING CONTRACT**

**SPECIFICATION NUMBER PD 13-14.041**

A Non-Mandatory Pre-Solicitation Meeting will be 10:00 a.m., CDT, Wednesday, April 9, 2014 at  
213 Palafox Place, Pensacola, FL 32502, Rm. 11.407

ALL Bidders are encouraged to attend.

**BIDS WILL BE RECEIVED UNTIL: Wednesday, April 16, 2014, 3:00p.m., CDT,**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

Lumon J. May, Chairman  
Steven Barry, Vice Chairman  
Wilson B. Robertson  
Gene Valentino  
Grover Robinson, IV

**Procurement Assistance:**

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)  
Website: [www.myescambia.com](http://www.myescambia.com)

**Technical Assistance:**

Jim Howes  
Division Manager  
Solid Waste Management  
13009 Beulah Road  
Pensacola, FL 32533  
Tel: (850) 937-2144  
Fax: (850) 937-2152

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.





**Scope of Work**  
**EXHIBIT A**

1. The Contractor agrees to provide all labor, tools, equipment, trucks and trailers, to transport all Materials loaded into Contractor's trailers by the County or its designees at the Palafox Transfer Station owned or operated by the County to the Perdido Landfill (the "Landfill") owned by the County. **The Contractor will be used on a contingency basis only with no guarantee as to the volume of Materials to be transported.** The Contractor shall also be solely responsible for the routine maintenance of all its equipment, including, but not limited to all trucks, trailers, tarps. **Services shall be available within 24 hours of request.**
2. It is the County's intent that the Materials to be transported by the Contractor shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Prohibited Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws").
3. **Assumption of Common Risks.** The Contractor represents and warrants that it has substantial experience in the transportation of non-hazardous solid waste materials for which it will transport under this Agreement. As such, the Contractor recognizes that: i) such Material is not pristine in its composition, is inherently dangerous, somewhat toxic, and may include relatively small quantities of Prohibited Waste, and, that, on occasion, the Materials transported by the Contractor may combust or actually catch on fire; and, ii) that the loading and unloading operations at the Transfer Station have tendencies to cause minor damage to the Contractor's equipment as the County and Contractor perform the work covered by this Agreement. In recognition of these risks, the Contractor agrees as follows:
  - a. The Contractor recognizes these risks, assumes full responsibility for such risks, and, waives and releases all claims against The County or its personnel for damages to the Contractor's personnel, property, and equipment that might arise as a result of these recognized waste industry risks.
  - b. The Contractor shall have the sole and exclusive responsibility and liability for the care, custody, and control of Materials from the time the Materials are loaded into the Contractor's trailer at the Transfer Station, until the Materials are discharged from the trailer at the Landfill for disposal.
  - c. The Contractor agrees that it shall hold County harmless from any claims for damages or bodily injury resulting from Contractor's negligent or intentional wrongdoing and will abide by the insurance coverage requirements and indemnity and hold harmless obligations in the Agreement.
4. The Contractor shall ensure that an adequate supply of equipment and drivers is available to meet the terms of the Scope of Work and this Agreement.
5. The Contractor shall assume permitting responsibility for any and all equipment used to transport Materials under this agreement.
6. The Contractor shall ensure that personnel are adequately trained and fully qualified for the duties to be performed, including any environmental or safety training required by regulation.

## Scope of Work

### EXHIBIT A

7. All personnel employed by the Contractor or assigned to perform work for the Contractor fall under the terms and conditions of this Agreement and will adhere to and comply with all reasonable safety rules, policies and procedures established by the County while on the County premises or premises controlled by the County.
8. The County reserves the right, and the Contractor acknowledges the County's right to remove any person performing services for the Contractor on the County's premises, due to violations of the County's work rules, safety rules and/or generally acceptable work behavior. Such removal will eliminate that individual from future assignment to the County under this Agreement.
9. The Contractor shall bear the cost of performing services required by this Scope.
10. The Contractor shall be solely responsible for the routine maintenance of all its equipment, including, but not limited to, all trucks, trailers and tarps.
11. The Contractor shall take steps to ensure that all vehicles hauling Materials to or from the facility are enclosed or provided with a tarp, net, or other means to properly secure the load in order to prevent the escape of any part of the load while being transported. Walking on the Materials loaded in the trailer to apply the tarp is not permitted.
12. The Contractor warrants and agrees that all of its employees assigned to perform work under this Agreement will be competent, able, and legally licensed personnel. The Contractor shall adhere to all Motor Carrier Safety Regulations of the Department of Transportation as specified in Parts 390-399 of Title 49, Code of Federal Regulations. This warranty shall include a Department of Transportation Safety Rating of "Satisfactory."
13. The Contractor shall transport all loaded trailers to the Landfill as expeditiously as possible. Upon arrival, the transfer trailer driver will proceed to the scale house for check in and weighing. The driver will proceed to the working face of the Landfill at the direction of the scale house operator. It is the responsibility of the Contractor to un-tarp or uncover trailers. After off-loading, the driver shall return to the scale house for weighing if tare weights have not been recorded for such vehicle by the County; otherwise, the driver shall promptly leave the landfill property after depositing Materials.
14. The Contractor shall annually provide a minimum of sixteen (16) hours of training for each assigned driver. Training must be specific to the handling and transportation of the Materials described in this Agreement, or other appropriate regulations and requirements.
15. The Contractor shall notify the County as soon as reasonably possible following a DOT Reportable Accident.

**Scope of Work**  
**EXHIBIT A**

16. The Contractor understands that it must comply with all federal, state, and local roadway regulations in addition to the County's rules and regulations at its Transfer Station and landfill to the extent that the County makes the Contractor aware of these in writing. In particular, it is the County's expectation that none of the Contractor's vehicles will accept or transport any loads of Material in violation of any such rules, laws or regulations.
17. To minimize the risk of overloading of the Contractor's equipment, the Contractor shall exercise commercially reasonable efforts to monitor the County's loading process to ensure that no overloading of the trucks or trailers occurs. In the event the Contractor determines that its vehicles are overloaded, it shall inform the County's on-site representative prior to leaving the transfer station facility to enable such overloading to be verified and to be corrected by the County.
18. Materials shall be transported from the Transfer Station to the disposal site designated by the County and no other facility unless instructed in writing by the County to haul to a different disposal destination.
19. The County and Contractor shall work together to load each trailer to no more than twenty (20) tons (40,000 lbs.), and not in excess of the legal limit allowed for such trailers.
20. The Contractor shall cooperate with the County to establish a process by which trailers will be loaded within thirty (30) minutes of their arrival at the Transfer Station and unloaded within thirty (30) minutes of their arrival at the Landfill.
21. The Contractor acknowledges that in performing services at the Palafox Transfer Station, "live loading" operations will be conducted.
22. The County shall exercise reasonable care to maintain the Transfer Station in a clean, orderly and efficient condition to maximize the efficiencies of loading trailers and to minimize damage to the Contractor's equipment caused by debris or other obstructions.



**BID FORM**  
**Specification Number PD 13-14.041**  
**Palafox Transfer Station Hauling Contract**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

Date: 4-10-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Palafox Transfer Station Hauling Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Hauling Palafox Transfer Station (PTS) Material from PTS to Perdido Landfill (Truck only)	Date
	\$ <u>200.<sup>00</sup> /Per Trip</u>
Hauling Palafox Transfer Station (PTS) Material from PTS to Perdido Landfill (Truck and Trailer)	\$ <u>N/A /Trip</u>

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

✓ Addendum No. <u>1</u>	Date <u>4-11-14</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
 Document Number MC 10200000246

Occupational License No. N/A

Florida DBPR Contractor's License, Certification and/or  
 Registration No. N/A

Type of Contractor's License, Certification and/or  
 \* Registration DOT # 784599 AUTHORITY  
MC 350578

Expiration Date: CURRENTLY IN COMPLIANCE

Terms of Payment  
 (Check one) Net 30 Days  2% 10th Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
 Cards? Yes  No \_\_\_\_\_

Will your company accept Escambia County Direct  
 Payment Vouchers? Yes  No \_\_\_\_\_

County Permits/Fees required for this project:

Permit	Cost
<u>Solid Waste Management</u>	<u>\$150.00</u>
<u>F125</u>	

Bidder: SOUTHERN HAULERS, LLC

By: JOHN TRIEBENBERG

✗ Signature: [Signature]

Title: BREWTON TERMINAL MGR.

Address: 24941 HWY 91  
BREWTON, AL 35040

Person to contact concerning this bid:

JOHN TRIEBENBERG

Phone/Toll Free/Fax #

800-537-4621

E-Mail Address: J.TRIEBENBERG@SOUTHERNHAULERSLLC.COM

Home Page Address: SOUTHERNHAULERSLLC.COM

Person to contact for emergency service:

JOHN TRIEBENBERG

Phone/Cell/Pager #: 251-230-1660

251-230-1660

Person to contact for disaster service:

JOHN TRIEBENBERG

✗ Home Address: 5923 SOUTH GULF MANOR

PENSACOLA FL 32526

Home Phone/Cell/Pager #: 251-230-1660

251-230-1660

**Bid Form Continued**

**PD 13-14.041**

**Palafox Transfer Station Hauling Contract**

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

N/A



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-5872**

**County Administrator's Report 12. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Operator for Paratransit Services PD 13-14.029

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Operator for Paratransit Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement to Provide Paratransit Transportation Services, PD 13-14.029, between Escambia County and First Transit, Inc., in the 5-year total amount of \$17,798,560, as follows:

- A. Year 1, in the amount of \$3,401,429;
- B. Year 2, in the amount of \$3,477,371;
- C. Year 3, in the amount \$3,561,975;
- D. Year 4, in the amount of \$3,608,601; and
- E. Year 5, in the amount of \$3,749,184.

[Funding: Fund 104, Mass Transit Fund, Cost Center 320401, Object Code 53401/53404]

**(THE AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER)**

**BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal.

**BUDGETARY IMPACT:**

[Funding: Fund 104, Mass Transit Fund, Cost Center 320401, Object Code 53401/53404]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

Backup

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RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve, and authorize the Chairman to sign, the Memorandum of Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia County Board of County Commissioners (BCC) allowing the BCC to become the Community Transportation Coordinator (Funding: funding for Disadvantaged Transportation/Paratransit program will be supplied from the Florida Commission for the Transportation Disadvantaged).

**Approved 5-0**

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following April 29, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning six Residential Rehab Grant Program Funding and Lien Agreements:
- A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:
- (1) The Agreements between Escambia County CRA and Ellen J. Givens, the owner of residential property located at 539 South 2nd Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for reroofing;
  - (2) The Agreements between Escambia County CRA and James C. and Jannie N. Hixon, the owners of residential property located at 828 Montclair Road, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$4,600, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof and window replacement;

(Continued on Page 23)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6153**

**County Administrator's Report 12. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Purchase of Ambulance

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Purchase of One Ambulance for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of one ambulance for the Public Safety Department, to replace a Unit 7 (PN 60151), lost due to flood damage, April 30, 2014:

A. Authorize the County to piggyback off of the Houston-Galveston Area Council of Governments (H-GAC) Contract #AM10-12, effective October 1, 2012, through September 30, 2014, for the purchase of one ambulance, 2015 International Navistar Medium, 102", Model 623 (NA02); and

B. Award a Purchase Order, in the amount of \$222,396, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles Company), a vendor awarded this Contract, for this purpose.

[Funding Source: Fund 352, LOST III Fund, Cost Center 330435, Project 08PS0028]

**BACKGROUND:**

As a result of the flood event, April 29-30, 2014, ambulance Unit 7 (60151) was lost during a rescue attempt. Immediate replacement is necessary to protect the welfare and safety of the citizens of Escambia County and ensure timely receipt of said replacement.

**BUDGETARY IMPACT:**

Funds are available in Fund 352 (LOST III Fund), Cost Center 330435, Project 08PS0028.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval.

**IMPLEMENTATION/COORDINATION:**

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of the Purchase Order.

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**Attachments**

H-GAC Horton Agreement

Horton 2015 Navistar Proposal

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A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**HORTON EMERGENCY VEHICLES**  
Grove City, Ohio

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Horton Emergency Vehicles** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 3800 McDowell Road, Grove City, Ohio 43123.

**ARTICLE 1:** **SCOPE OF SERVICES**

The parties have entered into an **Ambulances, EMS & Other Special Service Vehicles** Contract to become effective as of October 1, 2012, and to continue through September 30, 2014 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Ambulances, EMS & Other Special Service Vehicles** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Ambulances, EMS & Other Special Service Vehicles** through the **H-GAC** Contract to **END USERS** in states other than Texas.

**ARTICLE 2:** **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **AM10-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **AM10-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:** **LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:** **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:** **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:** **END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7:**

**SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 8:**

**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9:**

**REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract

**ARTICLE 10:**

**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

**EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.**

**ARTICLE 11:**

**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect

**ARTICLE 12:**

**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13:**

**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:**

**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC's** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15:**

**TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16:**

**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17:**

**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:**

**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19:**

**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is

placed.

**ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

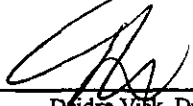
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

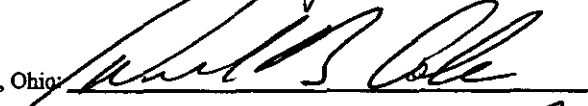
  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Deidre Vick, Director of Public Services

Date: Sept 17, 2012

Signed for Horton Emergency Vehicles  
Grove City, Ohio:

  
\_\_\_\_\_

Printed Name & Title: David B. Cole Vice President

Date: Aug 29, 2012

Attest for Horton Emergency Vehicles  
Grove City, Ohio:

  
\_\_\_\_\_

Printed Name & Title: Cheryl K. ENGARD, Sales Support Services

Date: Aug 29, 2012

**Attachment A**  
**Horton Emergency Vehicles**  
**Ambulances, EMS & Other Special Service Vehicles**  
**Contract No.: AM10-12**

<b>A. Ambulance</b>		
NA01	H-MD-15, Horton Model 623, Freightliner M2, 173"L x 96"W x 72"HR	\$ 168,208.00
NA02	H-MD-16, Horton Model 623, International Navistar, 173"L x 96"W x 72"HR	\$ 177,324.00
NA03	H-MD-17, Horton Model 623 International TerraStar, 173 X 96"W x 72"HR	\$ 157,168.00
NA04	H-T1-19, Horton Model 457, Type I FORD F450 4x2, 157"L x 96"W x 72"HR	\$ 133,502.00
NA05	H-T1-20, Horton Model 603, Type I FORD F450 4x2, 167"L x 96"W x 72" HR	\$ 136,567.00
NA06	H-T1-22, Horton Model 603, Type I FORD F550 4x2, 167"L x 96"W x 72" HR	\$ 138,067.00
NA07	H-T1-21, Horton Model 623, Type I FORD F450 4x2, 173"L x 96"W x 72"HR	\$ 140,900.00
NA08	H-T1-23, Horton Model 623, Type I FORD F550 4x2, 173"L x 96"W x 72"HR	\$ 142,400.00
NA09	H-T1-24, Horton Model 623, Type I FORD F650 4x2, 173"L x 96"W x 72"HR	\$ 166,600.00
NA10	H-T3-20, Horton Model 403, Type III FORD E350 137"L x 96"W x 68"HR	\$ 108,604.00
NA11	H-T3-21, Horton Model 453, Type III FORD E350 145"L x 96"W x 72"HR	\$ 112,083.00
NA13	H-T3-24, Horton Model 553, Type III FORD E450 169"L x 96"W x 72"HR	\$ 122,765.00
NA14	H-T1-30, Horton Model 603, Type I DODGE 4500 4x2, 167"Lx96"Wx72"HR	\$ 136,297.00
NA15	H-T1-21, Horton Model 623, Type I DODGE 4500 4x2, 173"L x 96"W x 72"HR	\$ 139,774.00
NA16	H-T1-31, Horton Model 457, Type I DODGE 4500 4x2, 157"Lx96"Wx72"HR	\$ 132,905.00
NA18	H-T1-33, Horton Model 453, Type I FORD F-450 4x2, 145"Lx96"Wx72"HR	\$ 123,341.00
NA19	H-T3-34, Horton Model 553, Type III FORD E-450 169"Lx96"Wx72"HR	\$ 122,765.00
NA20	H-T3-35, Horton Model 553, Type III GM G4500, 169"Lx96"Wx72"HR	\$ 132,900.00
NA21	H-T3-36, Horton Model 403, Type III GM G3500, 137"Lx96"Wx68"HR	\$ 119,129.00
NA22	H-T3-37, Horton Model 453, Type III GM G3500, 145"Lx96"Wx72"HR	\$ 122,863.00
NA23	H-T3-38, Horton Model C169, Type III Concept 3, FORD E450, 169"Lx96"Wx72"HR	\$ 114,315.00
NA24	H-T3-39, Horton Model C 169 Type III Concept 3, GM 4500. 169"L x 96"W x 72" HR	\$ 124,877.00
NA25	H-T3-40, Horton Model C 149 type III Concept 3s, FORD E-350 149"Lx96"Wx72"HR	\$ 109,127.00
NA26	H-T3-41, Horton Model C 149 type III Concept 3s, GM G-3500 149"Lx96"Wx72"HR	\$ 119,481.00
NA27	H-T1-42, Horton Model C 149 type I Concept 3s, FORD F-350 149"Lx96"Wx72"HR	\$ 117,751.00
<b>E. Remounts</b>		
NE04	RM-1, GM G3500 Diesel Type III Base Ambulance Remount	\$ 71,098.00
NE05	RM-2, GM G4500 Diesel Type III Base Ambulance Remount	\$ 73,381.00
NE06	RM-3, Chevy C3500 4X2 Diesel Type III Base Ambulance Remount	\$ 71,660.00
NE08	RM-5, Ford E350 Gas Type III Base Ambulance Remount	\$ 61,525.00
NE09	RM-6, Ford E450 Gas Type III Base Ambulance Remount	\$ 63,525.00
NE10	RM-7, Ford F350 4X2 Diesel Type I Base Ambulance Remount	\$ 70,440.00
NE12	RM-9, Ford F450 4X2 Diesel Type I Base Ambulance Remount	\$ 73,080.00
NE17	RM-14, Dodge D4500 4X2 Diesel Type I Base Ambulance Remount	\$ 72,815.00

*ax*



**ESCAMBIA CO. EMS**

6575 NORTH 'W' ST  
PENSACOLA, FL 32505  
PAT KOSTIC

**Year:** 2015  
**Chassis:** Navistar Medium, 102"  
**Type:** MED  
**Model:** 623  
**Rev 2** Print Features

11841

**CATEGORIES:**

- A** Chassis
- B** Body Connection Pass Thru Type
- BH** Chassis Accessories
- BL** Chassis Electrical
- C** Conversion Model
- CB** Module Body Modifications
- D** Module Body Hardware
- E** Paint and Striping
- F** Cabinet Doors, Handles and Hardware
- G** Interior Colors
- H** Interior Cabinets, Streetside
- I** Interior Cabinets, Curbside
- J** Front Wall Cabinets
- K** Interior Accessories and Trim
- L** Cot Mount, and Patient Handling
- M** Warning Systems, Visual
- MN** Warning Systems, Audible
- O** Lights, Non Emergency
- P** Electrical Power Group
- Q** Heat, Ventilation, Air conditioning
- R** Console, Radio, and communications
- T** Oxygen and Suction
- U** Lettering and Graphics
- Z** Other

ESCAMBIA CO. EMS  
6575 NORTH 'W' ST

PENSACOLA, FL 32505  
PAT KOSTIC

## Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
AA000000	1	1	SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE !!! 623 CONVERSION !!!	

AB Horton Emergency Vehicles Feature List

AC CHASSIS

AI NAVISTAR CHASSIS

AIN12014 0 1 CHASSIS, 2014 NAVISTAR 4300LP, 102" C/A  
The chassis required to complete the ambulance conversion shall be supplied by Horton. All chassis ordered with OEM air rides will include a Horton installed air tank drain line, running from the tank(s) to the bottom side of the rub rail.  
  
Reference quote #: 746-01  
  
!!! CHASSIS TO BE PURCHASED THROUGH WARD INTERNATIONAL OF PENSACOLA, FL.

AINSP001 0 1 SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS  
!!! CHASSIS TO INCLUDE ENGINE HOURMETER.

AINSP003 0 1 SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS  
!!! INSTALL A TRIM RING AROUND THE CAB SIDE OF THE PASSTHROUGH TO DUPLICATE PREVIOUS VEHICLES. TRIMLOCK MUST BE GLUED IN PLACE.

AJNSPIC0 1 1 CHASSIS INTERIOR COLOR SHALL BE GRAY

**ESCAMBIA CO. EMS**

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

**Selected Feature List 11841**

**Year:**

2015

**Chassis:**

Navistar Medium, 102"

**Model:**

623

<i>Option</i>	<i>Std</i>	<i>Qty</i>	<i>Header/Description/Data</i>	<i>Proposal Total</i>
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**B CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES**

- |                 |   |   |                                                                                                                                                                                                                              |  |
|-----------------|---|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>BH02F000</b> | 1 | 1 | <b>HUB &amp; LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"</b><br>Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.                                                              |  |
| <b>BH02H000</b> | 1 | 1 | <b>TIRE SIZE, 19.5", MEDIUM DUTY:</b><br>This vehicle is specified to have 19.5" tires.                                                                                                                                      |  |
| <b>BH02J000</b> | 0 | 1 | <b>CHASSIS IS EQUIPPED WITH AIR BRAKES:</b><br>This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.                                                                                   |  |
| <b>BH040000</b> | 1 | 1 | <b>CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST</b><br>The chassis specified above is to include a horizontal exhaust.                                                                                                        |  |
| <b>BH04F000</b> | 1 | 1 | <b>CHASSIS HORSEPOWER RATING IS LESS THAN 260HP</b><br>The chassis specified above will have the standard cab height.<br>Note: Engines with less than 260 hp may have raised cab due to cooling package and larger radiator. |  |
| <b>BH06A000</b> | 0 | 1 | <b>WIDE DOCK BUMPERS</b><br>Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.                                                                                                                |  |
| <b>BH070000</b> | 1 | 1 | <b>REINFORCE REAR BUMPER END CAPS</b><br>Reinforce end caps of rear bumper for greater impact resistance.<br><i>This option is not compatible with a shock absorbing rear step.</i>                                          |  |

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6575 NORTH 'W' ST

PENSACOLA, FL 32505  
PAT KOSTIC

## Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
BH110000	1	1	<b>REAR STEP/ BUMPER ASSEMBLY</b> The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling. <i>!!! THIS STEP TO BE INSTALLED 3.00" FROM THE REAR DIAMOND PLATE RISER TO THE BACK OF THE STEP.</i> <i>!!! INSTALL A CUSTOM LIFT UP CENTER SECTION WITH A 1.00" HIGH NOTCH IN THE LOWER EDGE OF THE REAR VERTICAL DIAMOND PLATE EDGE TO PREVENT COT RUNNERS FROM DRAGGING ON THE STEP WHEN IT IS IN THE UP POSITION. REINFORCE LIFT UP SECTION WITH FLAT STOCK.</i> <i>!!! STEP REINFORCEMENT MUST BE 1.5" BOX TUBING WITH (2) EQUALLY SPACED DIVIDERS FOR SUPPORT. SEE PHOTOS IN FILE. DUPLICATE OF PREVIOUS VEHICLES.</i>	
BH26I000	0	1	<b>FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS</b> Diamond plate step well covers shall be installed on both the curb and street side cab step wells. The covers shall be made of .125"thick polished diamond tread plate with a minimum 3003-H14 alloy. The cover shall include a pull out tray for chassis batteries.	
BH32OR00	1	1	<b>AIR SUSPENSION SWITCH: dump override</b> A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door. <i>Switch Locate: REAR CURBSIDE RISER, NEAR RIGHT REAR DOOR, 6" ABOVE RISER TRIM.</i> <i>Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.</i>  <i>!!! RECESSED APPROXIMATELY 1" INSTALLED SO AS NOT TO INTERFERE WITH BACKBOARD DEPTH. MINIMIZE THE DEPTH OF THE CLOSEOUT. INSTALL A CLOSEOUT AROUND ALL WIRING AND COVER CLOSEOUT WITH RUBBER MATTING TO MATCH REMAINDER OF COMPARTMENT. WIRING TO EXIT OUT THE TOP OF THE PANEL CLOSEOUT AND TRAVEL UP THE LEFT REAR CORNER SO AS NOT TO INTERFERE WITH STORAGE IN THIS AREA.</i>	
BHSPD006	0	1	<b>MIRROR: OEM</b> The mirror set shall be OEM supplied, and installed by the chassis manufacturer.	
BL26B000	1	1	<b>BACKUP ALARM RESET</b> Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.	

ESCAMBIA CO. EMS  
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## Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"  
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
BL26L000	0	1	<b>DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING</b>  Install a Voyager VCCS150 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below. Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.  <i>INTERIOR CAMERA LOCATION: OVER REAR DOORS</i>  <i>!!! INSTALL THE EXTERIOR CAMERA BETWEEN THE CENTER ICC LIGHT AND THE CURBSIDE LOADING LIGHT.</i>	
BL32A000	1	1	<b>OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER</b>  OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.  <i>Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.</i>	
BSP00001	0	1	<b>SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE &amp; ACCESSORIES</b>  <i>!!! INSTALL A SAFETY VISION MINI DVR SYSTEM ON THE FRONT WINDSHIELD JUST BELOW "AMBULANCE" LETTERING. DO NOT INSTALL ANY LOWER THAN NECESSARY.</i>	
C			<b>CONVERSIONS</b>	
CA200000	0	1	<b>PREVIOUS VEHICLE REFERENCE</b>  This option is to be used for comparison purposes only. Specifications are specific to each order so use extreme caution when referencing a previous production order.  <i>PREVIOUS VEHICLE PRODUCTION #15660</i>	

ESCAMBIA CO. EMS  
6575 NORTH 'W' ST

PENSACOLA, FL 32505  
PAT KOSTIC

# Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

**Option Std Qty Header/Description/Data Proposal Total**

**CA590000 0 1 CONVERSION MODEL: 623 MEDIUM DUTY NAVISTAR 4300**

MINIMUM BODY DIMENSIONS:

(Exterior)

-Height: 91"

-Width: 96"

-Length: 167"

(Interior)

-Height: 72"

-Aisle 20"

-Width: 20"(from edge of cot in wall position to squad bench riser)

-Length: 163"

OVERALL DIMENSIONS (Including Chassis, Module and Step):

-Height: 110" (to top of vent)

-Width: 100"

-Length: 290" Navistar

289" Freightliner

!!! VEHICLE TO INCLUDE 72" HEADROOM AS STANDARD.

!!! DO NOT INSTALL SLIDING PLEXIGLAS IN THE PASS THROUGH.

!!! INSTALL TWO ACCESS HOLES, ONE TOP AND ONE BOTTOM, OF EACH COMPARTMENT DOOR TO DUPLICATE PREVIOUS VEHICLES. COVER WITH ALUMINUM PLATES SCREWED INTO PLACE WITH REFLECTORS ATTACHED.

!!! NOTE: PREVIOUS TWO ORDERS HAVE EXPERIENCED NUMEROUS DOOR LATCH FAILURES. PAY CLOSE ATTENTION TO RODS, CLIPS AND PINS AT POINT OF INSTALL.

!!! ALL LED COMPARTMENT LIGHTING IS TO BE FULL LENGTH. DO NOT CUT SHORT.

**CA590001 1 1 623 STREETSIDE FORWARD:**

Clear Door Opening: 16.2" wide x 80.6" high

Actual Compartment 18.9" wide x 83.6" high x 21.5"

This area shall be accessed through a single outside hinged door. The compartment shall house the vehicle's primary O2 cylinder. The compartment shall be vented to the outside.

!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.

**0 1 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**

dr081000 A diamond plate adjustable shelf shall be installed in the following location.

Locate: APPROXIMATELY 60" FROM FLOOR OF COMPARTMENT

ESCAMBIA CO. EMS  
6575 NORTH 'W' ST

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PAT KOSTIC

# Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"

Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
CA590002	1	1	<b>623 STREETSIDE INTERMEDIATE:</b> Clear Door Opening: 48.2" wide x 27.8" high Actual Dimensions: 51.9" wide x 31" high x 21.5" This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices.  !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.  !!! INSTALL ALL ELECTRICAL EQUIPMENT ON CEILING OF COMPARTMENT AND COVER WITH AN EXPANDED METAL GUARD. MAKE SURE ACCESS HOLES ARE CUT IN THE CORRECT LOCATIONS.  !!! ROTATE HOPS CLOSEOUT TO MAXIMIZE STORAGE SPACE.  !!! INSTALL TRIM LOCK AROUND ALL HOLES FOR WIRING.	
dr100000	0	1	<b>SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT</b> Diamond plate pull-out tray with Accuride slides installed as noted below:  Locate: 4" DOWN FROM ELECTRICAL EQUIPMENT. TRACK TO BE FULL HEIGHT. !!! TRAY TO LOCK IN THE 'IN' AND 'OUT' POSITION AND BE ADJUSTABLE.	
CA590004	1	1	<b>623 STREETSIDE REAR:</b> Clear Door Opening: 32" wide x 80.6" high Actual Dimensions: 37.4" wide x 83.6" high x 21.5" This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices:  !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.	
cb040000	0	1	<b>COMPARTMENT HEIGHT Modify: first, street side</b> The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.  Height Modification: DECREASE BY 22"	
dr081000	0	1	<b>SHELF FOR LED LIGHTED VERTICAL COMPARTMENT</b> A diamond plate adjustable shelf shall be installed in the following location.  !!! NOTE LOCATION OF EXTINGUISHER. LEAVE ROOM TO ALLOW ADJUSTMENT IN SHELF.	

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6575 NORTH 'W' ST

PENSACOLA, FL 32505  
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# Selected Feature List 11841

Year: 2015

Chassis: Navistar Medium, 102"  
Model: 623

Option	Std	Qty	Header/Description/Data	Proposal Total
CA590005	1	1	<b>623 CURBSIDE REAR:</b> Clear Door Opening: 25" wide x 80.6" high Actual Dimensions: 29.6" wide x 83.6" high x 21.5" This area shall be accessed through a single outside hinged door  !!! LOUVERS TO BE STAMPED FACING DOWN ILOS.  !!! IN ADDITION TO DECREASING WIDTH OF COMPARTMENT 4" ADD A 3" OFFSET IN RIGHT HAND SIDE OF COMPARTMENT THAT PROTRUDES INTO THE DOOR OPENING FOR 75" OF USABLE LENGTH IN BENCH.  !!! INSTALL AN ALUMINUM ANGLE 60" FROM FLOOR OF THIS COMPARTMENT TO PREVENT 72" LONG BACKBOARDS FROM FALLING OUT IF THE VEHICLE IS PARKED ON AN INCLINE. COVER THE ANGLE WITH GRAY STICK-ON RUBBER MATTING. IT WILL BE NECESSARY TO LOAD THE BACKBOARDS TOP FIRST IN BEHIND THE ANGLE.  !!! INSTALL AN ANGLED TRIM PIECE IN THE LEFT REAR CORNER OF THE COMPARTMENT AND COVER WITH RUBBER MATTING. THIS PIECE IS TO CLOSE OFF THE WIRING FROM THE RECESSED SWITCH PANEL IN THE RISER.	
cb060w00	0	1	<b>COMPARTMENT WIDTH Modify: first, curbside</b> The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet.  Width Modification: DECREASE 4"	
dr08l000	0	3	<b>SHELF FOR LED LIGHTED VERTICAL COMPARTMENT</b> A diamond plate adjustable shelf shall be installed in the following location.  Locate: RIGHT SIDE OF DIVIDER FOR INSIDE OUTSIDE ACCESS	
dr11a000	0	1	<b>DIVIDER FIXED, VERTICAL COMPARTMENT</b> Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material)  Locate: 12" FROM RIGHT HAND WALL	
CAB93AF0	0	1	<b>KKK-A-1822F CERTIFICATION LABEL</b> The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.  HORTON INSTALLED	
CB			<b>BODY MODIFICATIONS/OPTIONS</b>	



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CB06CC00	0	1	<b>CRASH BARRIER SAFETY CONFIGURATION</b> The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.  !!! NOTE 'D' BOTTLE STORAGE PER ISP00001. STORAGE HOUSING TO BE WELDED INTO COMPARTMENT. !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.  !!! COMPARTMENT TO BE 22" OD WIDE TO DUPLICATE PREVIOUS VEHICLES.  !!! INSTALL ONLY TWO (2) SHELVES IN THIS COMPARTMENT.  !!! FABRICATE INTERIOR DOOR PANEL AS A TWO-PIECE PANEL. ATTACH PANELS WITH HEX HEAD SCREWS ILOS.	
CB06E000	0	1	<b>SIDE DOOR: relocate</b> The side patient access door shall be relocated from its standard location.  !!! CRASH BARRIER CONFIGURATION.	
CB06SX00	0	1	<b>DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT</b> The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	
CB09SA00	1	1	<b>PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE</b> Install standard sound control package.	
CB09SB00	0	1	<b>WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM</b> Shift the bulkhead walk through opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.  !!! PASS THROUGH VEHICLE.	
CBSP0001	0	1	<b>SPECIAL INSTRUCTION, BODY MODIFICATIONS</b>  !!! INCREASE HEIGHT OF REAR DOORS APPROXIMATELY 2" TO MATCH PREVIOUS VEHICLES. SEE DRAWING.	

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CBSP0002	0	1	<b>SPECIAL INSTRUCTION, BODY MODIFICATIONS</b>  !!! EXTEND THE CURBSIDE WHEELHOUSE TO THE REAR COMPARTMENT.	
CBSP0003	0	1	<b>SPECIAL INSTRUCTION, BODY MODIFICATIONS</b>  !!! PUNCH ACCESS HOLES IN ALL INTERIOR DOOR PANELS FOR ACCESS TO LATCHING MECHANISMS, TOP AND BOTTOM, AS WELL AS HANDLE ASSEMBLIES TO DUPLICATE PREVIOUS VEHICLES. COVER HOLES WITH COVER PLATES AND INSTALL REFLECTORS PER STANDARD. COMPARTMENT AT HEAD OF BENCH TO INCLUDE A TWO PIECE PANEL ILOS.	
D			<b>MODULE BODY HARDWARE</b>	
DG05C100	0	3	<b>PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS</b>  The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.  !!! SIDE DOOR WINDOW TO BE FIXED ILOS.	
DH030000	0	1	<b>STAINLESS STEEL SPLASH SHIELDS</b>  Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.	
DH040000	1	1	<b>MODULE BODY FENDERS: stainless steel</b>  Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.	
DH04RS00	0	1	<b>DIAMOND PLATE LOWER BODY RUB RAILS</b>  Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.	
DH330000	1	1	<b>REAR DOOR HOLD OPENS, GRABBER</b>  Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLD OPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)	

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DL480000	0	1	<b>ELECTRIC DOOR LOCKS: compartment</b> Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.	
DL48A000	1	1	<b>ELECTRIC DOOR LOCKS: access doors</b> Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.  <i>!!! INSTALL AN ADDITIONAL DOOR LOCK SWITCH IN THE INHALATION PANEL. THIS SWITCH TO OPERATE ALL LOCKS.</i>	
DL48C000	0	3	<b>ELECTRIC DOOR SWITCH: programmable touch pad</b> The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.  <i>Locate: (1) EACH SIDE OF BODY PER DRAWING AND (1) ON REAR PER DRAWING.</i>  <i>!!! PROGRAM TO '35791' TO LOCK AND '555' TO LOCK.</i>	
DL48D000	0	1	<b>ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES</b> The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.	
DLH40000	0	1	<b>RECESSED LICENSE PLATE BRACKET</b> A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.	
DM100000	1	1	<b>REFLECTORS:</b> All patient compartment entry doors shall have red reflectors in the lower corner.	
DR22A000	0	1	<b>MATEFLEX IN EXTERIOR COMPARTMENTS</b> Mateflex will be installed on the floor and shelves of all exterior compartments.  <i>Color: BLACK</i>	

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DR23A000	1	1	<b>RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT</b> The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area. Color: GRAY	
DSP00001	0	1	<b>SPECIAL INSTRUCTION, MODULE BODY HARDWARE</b> !!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH BLACK SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.	
E			<b>PAINT AND STRIPING</b>	
ED010000	1	1	<b>CHASSIS PAINT: standard white</b> Chassis color to be standard white.	
ED040000	1	1	<b>MODULE PAINT: standard white</b> Paint module standard white Sikkens #FLNA4002.	
ED090000	0	1	<b>STRIPE: custom</b> Special paint stripe See drawing Paint Color: RED Paint Number: FLNA3042 !!! INSTALL AN 8.00" WIDE BELTLINE STRIPE WITH 1.125" SAPPHIRE BLUE VINYL SPACED .250" ABOVE AND BELOW STRIPE WITH "QRS" GOING INTO TOP OF STRIPE. SEE DRAWING. !!! ADD A LOWER SKIRT STRIPE WITH 1.125" BLUE VINYL STARTING AT TOP OF REAR CORNER GUARD THEN A .250" GAP THEN THE PAINTED STRIPE TO THE BOTTOM OF THE BODY. !!! REFER TO DRAWING !!! SAPPHIRE BLUE VINYL LISTED IN #220-37 PN# 10001920 !!! DUPLICATE OF VEHICLE #15660. PHOTOS IN FILE.	
ESP00001	0	1	<b>SPECIAL INSTRUCTION, PAINT &amp; STRIPING</b> !!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH BLACK SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.	

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**F INTERIOR CABINET DOORS, HANDLES & HARDWARE**

<b>FE010000</b>	<b>1</b>	<b>1</b>	<b>FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS</b> All sliding cabinet doors to have full length pull handles.	
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<b>FE01FT00</b>	<b>1</b>	<b>1</b>	<b>LATCH, HINGED DOOR: Southco flush stainless steel pull style</b> Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.	
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<b>FE02A000</b>	<b>1</b>	<b>1</b>	<b>PLEXIGLAS COLOR: light tint</b> All Plexiglas doors to be light tint.	
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<b>FE06B000</b>	<b>0</b>	<b>2</b>	<b>AVONITE COUNTER TOP WITH COVERED INTERIOR EDGES</b> An Avonite counter top shall be installed made from the material listed below. The inside vertical and horizontal shall have a smooth rounded radius instead of a 90 degree mated surface.  <i>Color: BRAZILIAN BLUE</i>	
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<b>FE08ST00</b>	<b>1</b>	<b>1</b>	<b>INHALATION PANEL (STANDARD):</b> The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.  <i>!!! PANEL TO BE ANGLED AND SHORTENED PER STANDARD.</i>	
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<b>FSP00001</b>	<b>0</b>	<b>1</b>	<b>SPECIAL INSTRUCTION, CABINET DOORS, HANDLES &amp; HARDWARE</b>  <i>!!! ALL INTERIOR HINGED CABINET DOORS (PLEX AND SOLID) ARE TO BE INSTALLED USING STAINLESS STEEL CONTINUOUS HINGE. INSTALL NUTS AND BOLTS IN ALL HOLES. DO NOT MIX DISIMILAR METALS.</i>	
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**G INTERIOR COLORS, UPHOLSTERY AND SEATING**

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<b>GF01R000</b>	0	1	<b>INTERIOR COLOR SCHEME: Custom</b> Interior colors are as follows: <i>FLOOR: LONCOIN FLECKSTONE SAPPHIRE #152</i> <i>RISER: INDIGO BLUE WITH PORT ACCENT STRIPE</i> <i>WALL: FASHION GRAY GLOSSIE</i> <i>CABINET: FASHION GRAY ALUMINUM</i> <i>UPHOLSTERY: FLINT GRAY</i>	
<b>GF02M000</b>	1	1	<b>INSIDE CABINET FINISH: paint</b> The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent.	
<b>GF02P000</b>	1	1	<b>RISERS:</b> The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not be installed on the risers if stainless steel riser options are selected.	
<b>GK12D000</b>	0	1	<b>EVS CHILD SAFETY SEAT WITH 3-POINT SEAT BELT</b> Delete the standard attendant seat cushion. Install a high back bucket seat with built in child seat restraints and 3-point occupant restraint. The seat to be adjustable front to rear.  <i>STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET. INCLUDE DOOR ON SEAT BASE TO ACCESS STORAGE AREA. DOOR IS TO BE PERFORATED DESIGN.</i>	
<b>GK140000</b>	1	1	<b>SEAT BELTS:</b> Install standard seat belt package for use with HOPS. <i>Note: Requires Option #IG070000.</i>	
<b>H</b>			<b>INTERIOR CABINETRY, STREET SIDE</b>	

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**HK000200 0 1 LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM**

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.

The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified.

OPTION #CB09SB00 MUST ALSO BE SELECTED WHEN THIS OPTION IS USED.

!!! SEE EXISTING FLEET FOR INSTALLATION OF REFRIGERATOR IN THIS AREA.

!!! NOTE DOORS TO BE DESIGNED DIFFERENTLY FOR USE WITH CUSTOMER-SUPPLIED LOCKS. PREPUNCH HOLES FOR LOCKS MAKING SURE THAT THE ARMS ON THE LOCKS WILL REACH TO SECURE THE DOOR.

!!! ADD LARGE BUMPER PADS TO DOOR TO PROTECT WALL WHEN OPENED.

!!! UPPER ELECTRONICS DOOR TO INCLUDE A SQUARE VENT IN DOOR TO DUPLICATE PREVIOUS.

!!! INSTALL LARGE RUBBER BUMPERS ON ALL DOORS TO KEEP THEM FROM HITTING THE FRONT BULKHEAD.

!!! TRIM REFRIGERATOR OPENING SUFFICIENTLY TO ELIMINATE ANY EXISTING SHARP EDGE. INSTALL DRAIN LINE ON THE REFRIGERATOR DRAIN PAN.

!!! TRIM REFRIGERATOR DOOR TO ELIMINATE SHARP EDGES.

!!! SHIP LOOSE BOTH KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

**HK001000 1 1 HOPS SYSTEM:**

The unit is to be equipped with the HOPS system.

Note: Deletion of the system along with the selection of option #HK01A000 requires that the credit provided under HK01B000 be deleted.

**HK01B000 1 1 STREETSIDE WALL WITH CPR SEAT**

Street side wall to have CPR configuration.  
SEE DRAWINGS

Configure: street side cabinets to be 18" deep.

!!! CABINET WALL PER DRAWING.

!!! NOTE INSTALLATION OF SPECIAL LED LIGHT ABOVE O2 PANEL ILOS BAR LIGHT. LIGHT TO BE MOUNTED FLUSH WITHOUT ANY ANGLES AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

!!! INSTALL SMALL OSCILLATING FAN IN OPEN AREA TO REAR OF CPR SEAT.

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HK01R000	0	2	<b>LIFT UP CABINET FRAMES: street-side</b> Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.  <i>Locate: BOTH UPPER CABINETS</i>	
HK03D000	0	1	<b>PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL</b> Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.  <i>!!! PULL OUT WRITING TRAY ONLY.</i> <i>!!! INSTALL BELOW INHALATION COUNTER IN CABINET SO CABINET DOOR MUST BE OPENED TO ACCESS PULL OUT WRITING TRAY.</i>	
HK14C000	0	1	<b>MONITOR BRACKET</b> The monitor bracket, as specified below, is to be installed as noted. <i>Manufacturer: FERNO WASHINGTON</i> <i>Model Number: FW M200</i> <i>Location: REARWARD END OF INHALATION COUNTER PER DRAWING</i> <i>!!! INSTALL AVONITE SPACERS UNDER BRACKET TO ALLOW IT TO SWIVEL.</i>	
HSP00001	0	1	<b>SPECIAL INSTRUCTION, STREETSIDE CABINETRY</b>  <i>!!! FABRICATE AN ALUMINUM FILLER BOX OUR OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.</i>	
I			<b>INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE</b>	
IA200000	1	1	<b>SQUAD BENCH STORAGE:</b> Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.  <i>!!! MUST HAVE 75" BENCH LENGTH.</i>	
ig05f000	0	1	<b>SQUAD BENCH: DELETE CUPS AND WELLS</b> A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.  <i>!!! CUSHIONS TO INCLUDE 1" OVERHANG.</i> <i>!!! MUST HAVE 75" BENCH LENGTH.</i>	



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IG10A000	1	1	<b>BENCH HOLD OPENS: gas</b> Install gas spring hold opens on squad bench lid.	
IG10Q000	1	1	<b>BENCH HOLD-DOWN: paddle latches (Pair)</b> Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.	
IG15A000	1	1	<b>BENCH CUSHION EDGE TRIM:</b> Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears..  <i>!!! DELETE STANDARD ALUMINUM ANGLE TRIM AND INSTALL STAINLESS STEEL PLATE ON BOTTOM OF CUSHION.</i>	
IG15B000	1	1	<b>BENCH BACK CUSHION: full size</b> Delete individual squad bench back cushions. Install full size cushion.	
IK17E000	0	1	<b>SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH</b>  Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.  <i>Locate: HEAD OF BENCH TO OPEN INTO AISLE</i>	
IK18AA00	1	1	<b>CURBSIDE OVERHEAD CABINET: hinged doors</b> Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements.  <i>!!! NOTE LOCATION OF 02 OUTLET.</i> <i>!!! INSTALL A PAINTED DIVIDER IN THE CENTER OF CABINET.</i>	

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- |                 |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|-----------------|---|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>IK280000</b> | 0 | 1 | <p><b>PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT</b></p> <p>Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.</p> <p><i>!!! UPPER PORTION ON AISLE SIDE PER DRAWING</i></p> <p><i>DOOR STYLE: HINGED PLEXIGLAS</i></p> <p><i>NOTE: INSTALL A MAGNETIC DOOR SWITCH TO ACTIVATE LIGHTING INSIDE COMPARTMENT.</i></p>                                                                          |  |
| <b>ISP00001</b> | 0 | 1 | <p><b>SPECIAL INSTRUCTION, CURBSIDE CABINERY</b></p> <p><i>!!! INSTALL A STORAGE AREA FOR THREE 'D' BOTTLES IN THE CABINET AT THE HEAD OF THE BENCH. THE BOTTLES ARE TO BE ACCESSIBLE FROM THE STEPWELL WITH AN EXTERIOR STYLE DOOR WITH TRIMARK HANDLE. THIS WILL CREATE A 'FLOOR' INSIDE THE COMPARTMENT AT ABOUT INTERIOR FLOOR LEVEL. BOTTOM WILL ONLY BE ACCESSIBLE FROM THE EXTERIOR. THIS WILL PASS THROUGH CABINET AT HEAD OF BENCH AND PROTRUDE INTO END OF BENCH PAN. SEE DRAWING. TO INCLUDE RUBBER STRIPS ALONG THE BOTTOM TO HOLD THE BOTTLES IN PLACE. BOTTLE STORAGE HOUSING TO BE WELDED INTO COMPARTMENT.</i></p> |  |
| <b>ISP00002</b> | 0 | 1 | <p><b>SPECIAL INSTRUCTION, CURBSIDE CABINERY</b></p> <p><i>!!! USE OLD STYLE BAR TYPE CUSHIONS. BEHIND THE UPPER CUSHION INSTALL AN ACCESS PLATE, TO BE COVERED BY THE CUSHION, TO ACCESS THE NUTS ON THE BACK SIDES OF THE SHOULDER BELTS.</i></p>                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>J</b>        |   |   | <p><b>INTERIOR CABINETS, FRONT</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <b>JE05R100</b> | 0 | 1 | <p><b>ROBINSON ROLL UP DOOR, FULL HEIGHT</b></p> <p>A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.</p> <p><i>!!! INSTALL A FULL HEIGHT FRONT ROLL STYLE.</i></p> <p><i>!!! THIS OPTION APPLIES TO THE COMPARTMENT AT THE HEAD OF THE BENCH.</i></p> <p><i>!!! NOTE WIDTH OF COMPARTMENT/CABINET.</i></p>                                                                                                                                                                                                                                                            |  |
| <b>K</b>        |   |   | <p><b>MODULE INTERIOR ACCESSORIES AND TRIM</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |

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<b>KG02A000</b>	0	4	<b>I.V. HOOKS: Perko</b> Install Perko I.V. hook where indicated. <i>Locate: FOOT OF COT</i> <i>CHEST OF BENCH</i> <i>FOOT OF BENCH</i> <i>CHEST OF COT</i>	
<b>KG02B000</b>	2	1	<b>IV HANGER, CAST PRODUCTS WITH RUBBER ARM</b> Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations. <i>Locate: OVER FOOT OF COT</i>	
<b>KG09B000</b>	1	1	<b>CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial</b> Cabinet wall "A" will have (1) 6' rail over cot as standard. Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.	
<b>KG09D000</b>	0	1	<b>GRAB RAIL: additional 6ft with anti-microbial coating</b> Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating. <i>Locate: CURBSIDE OF CEILING PER DRAWING</i>	
<b>KG09I000</b>	0	1	<b>VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL</b> Install 2' stainless steel grab rail with anti-microbial coating. <i>Locate: ON ANGLE AT END OF BENCH WALL TO ASSIST WITH ENTRY THROUGH SIDE DOOR</i>	
<b>KG09K000</b>	1	1	<b>PATIENT DOOR GRAB RAILS: angled with anti-microbial coating</b> All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and anti-microbial coating.	
<b>KG110000</b>	1	1	<b>FLOOR TRIM</b> Trim floor with cove molding at non rolled areas of floor.	
<b>KG120000</b>	1	1	<b>CABINET TRIM</b> Trim all vertical and horizontal edges.	

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623

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KG16B000	1	1	<b>CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE</b> The standard module ceiling material shall be platinum white aluminum composite.	
KL33B000	0	1	<b>REAR RADIO SPEAKERS</b> Install two rear speakers in patient compartment. Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches. <i>Locate: OVER REAR DOORS</i>	
KSP00001	0	1	<b>SPECIAL INSTRUCTION, INTERIOR ACCESSORIES &amp; TRIM</b>  <i>!!! INSTALL (2) 10# ABC FIRE EXTINGUISHERS #10007995 WITH #10007996 VEHICLE MOUNTS AT FINAL INSPECTION. GENERAL LOCATIONS ARE AS FOLLOWS:</i>  <i>BULKHEAD WALL FLUSH WITH FLOOR FAR ENOUGH TOWARD THE STEPWELL SO AS NOT TO INTERFERE WITH THE LINEN CABINET DOORS.</i>  <i>SS REAR COMPARTMENT LEFT HAND WALL JUST ABOVE SHELF TO BE ACCESSIBLE.</i>	
<b>L</b>			<b>COT MOUNTS AND ACCESSORIES</b>	
LG03F100	0	1	<b>COT MOUNT, DUAL: Stryker</b> Install Stryker cot mount for dual locations <i>COT: STYKER POWER PRO</i> <i>POSITION: DUAL</i>	
LSP00001	0	1	<b>SPECIAL INSTRUCTIONS, COT MOUNTS &amp; PATIENT HANDLING</b>  <i>!!! INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND PROVIDE POWER FOR TRANSFAE WINCH SYSTEM AT THIS LOCATION.</i>	
<b>M</b>			<b>LIGHTBARS FRONT AND REAR</b>	
MAM148F0	1	1	<b>FRONT LIGHTBARS FOR 96" BODIES</b>	

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mam15y00	0	1	<b>LIGHT BAR: custom front</b> Install special front light bar. <i>Model: WHELEN ULTRA FREEDOM 55" BAR WITH CLEAR LENS.</i> <i>Configure: [RED REAR CORNER] [R] [W] [R] [W] [W] [R] [W] [R] [RED REAR CORNER]</i> <i>ALL LED</i>	
mam20a00	0	1	<b>LIGHT BAR MOUNT: cab roof</b> Mount light bar on cab roof. <i>Model: selected above</i>	
<b>MM ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS</b>				
MM01A000	0	1	<b>WIG WAG HEADLIGHTS:</b> Install wig wag headlight flasher.	
MM030000	1	1	<b>WHELEN M SERIES LIGHTING OPTIONS:</b>	
mm04r000	0	6	<b>M4 SERIES LED, RED</b> Whelen M4 series L.E.D. lights shall be installed in the designated locations. <i>Location: GRILLE AND INTERSECTION LIGHTS</i> <i>Location: INSTALL (4) IN GRILLE WITH THE LOWER LIGHTS INBOARD TO FORM A 'V' PATTERN.</i> <i>Lens color: CLEAR</i>  <i>!!! INSTALL WITH APPROPRIATE HOUSINGS.</i>	
mm07a000	0	1	<b>M7 SERIES LED, AMBER</b> Whelen M7 series L.E.D. lights shall be installed in the designated locations. <i>Location: OVER REAR DOORS</i> <i>Lens color: CLEAR</i>	
mm07ra00	0	2	<b>M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT</b> Whelen M7 series L.E.D. lights shall be installed in the designated locations. <i>Location: REAR RISER</i> <i>Lens color: CLEAR</i>  <i>!!! LIGHTS TO ACTIVATE WHEN THE REAR DOORS ARE OPENED WITH THE IGNITION 'ON' ONLY.</i>	

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mm07rw00	0	2	<b>M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT</b> Whelen M7 series L.E.D. lights shall be installed in the designated locations.  <i>Location:</i> OVER REAR WHEELWELLS <i>Lens Color:</i> CLEAR	
mm09a000	0	2	<b>M9 SERIES LED, AMBER</b> Whelen M9 series L.E.D. lights shall be installed in the designated locations.  <i>Location:</i> REAR AT WINDOW LEVEL <i>Lens color:</i> CLEAR	
mm09r000	0	6	<b>M9 SERIES LED, RED</b> Whelen M9 series L.E.D. lights shall be installed in the designated locations.  <i>Location:</i> CURBSIDE STREETSIDE UPPER CORNERS REAR FACE <i>Lens color:</i> CLEAR	
<b>MMSP0010</b>	0	1	<b>SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS</b>  !!! FLASH PATTERN TO DUPLICATE LAST PROGRAMMING ON #15193.  !!! PROGRAM TO ALLOW FLASH PATTERNS TO BE CHANGED VIA WIRING LOCATED IN THE ELECTRICAL CABINET.  !!! PROGRAM THE M7 LIGHTS IN THE REAR RISER TO ACTIVATE IN PRIMARY AND WITH THE REAR DOORS OPEN AND THE IGNITION 'ON'.  !!! PROGRAM SO THAT THE ONLY LIGHTS TO SHUT OFF IN SECONDARY ARE THE WHITE LIGHTS IN THE FRONT LIGHTBAR.	
<b>MN</b>			<b>AUDIBLE EMERGENCY WARNING SYSTEMS</b>	
<b>MN09N000</b>	1	1	<b>AIR HORN: medium duty chassis</b> The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear.  <i>TRUMPET LOCATE:</i> SIDES OF HOOD <i>ACTIVATE:</i> OEM HORN RING AND BUTTON ON PASSENGER SIDE OF CONSOLE,  !!! NO PULL LANYARD. !!! DISCONNED AND REMOVE OEM UNDER BODY FRAME MOUNTED HORN.	

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MN35B000	0	1	<b>SIREN: 295SLSC1</b> Specified siren to be: WHELEN WS295SLSC1	
MN40A000	1	1	<b>SIREN INSTALL:</b> The siren listed above shall be supplied and mounted as defined.	
MN45UL00	1	1	<b>SPEAKERS, SA3803</b> Install SA3803 siren speakers.	
MN50A000	1	1	<b>SPEAKER INSTALL: bumper</b> Speaker Selections (Bumper Installed)	
<b>O</b>			<b>LIGHTS</b>	
OL09M000	0	1	<b>KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)</b> Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.	
OL34L000	1	1	<b>LED EXTERIOR COMPARTMENT LIGHTING</b> All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.  <i>Note: ALL STRIPS TO BE FULL LENGTH OF COMPARTMENT.</i>	
OL350000	1	1	<b>ICC MARKER LIGHTS</b> LED ICC marker lights shall be installed.	

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<b>OM25CW0</b>	0	6	<b>M9 SERIES LED SCENE LIGHT</b> Install Whelen M9 series LED side scene lights. <i>Locate: (2) PER SIDE (2) OVER REAR DOORS</i>	
<b>OM30D000</b>	0	1	<b>TAIL LIGHTS, M6 SERIES</b> Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location. <i>Locate: VERTICAL STACK ABOVE RISER PER DRAWING</i>	
<b>P</b>			<b>ELECTRICAL POWER GROUP</b>	
<b>PAL00003</b>	1	1	<b>INTELLIPLX MULTIPLEX ELECTRICAL SYSTEM:</b> Install the Intelliplx Multiplex electrical system.	
<b>PAL01B00</b>	1	1	<b>BATTERY SWITCH: std. operation</b> The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.  NOTE: DO NOT MODIFY OEM BATTERY SWITCH UNLESS STATED BELOW. <i>!!! SWITCH TO NOT CUT POWER TO THE CHASSIS.</i>	
<b>PAL02200</b>	1	1	<b>INVERTER INSTALL OPTIONS:</b>	
pal02g00	0	1	<b>INVERTER: 20-1000TUL interface</b> A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.  <i>!!! INCLUDE SWITCH AND INSTALL STATUS PANEL IN THE INHALATION AREA PER DRAWING.</i>	



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<b>PAL04D00</b>	1	1	<b>CHARGER/POWER SUPPLY: 45 AMP</b> Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.	
<b>PAL30A00</b>	2	5	<b>110V INTERIOR OUTLET</b> Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. Additional outlets are to be specified as to their location.  LOCATE: INHALATION AREA LOCATE: CRASH RESTRAINT CABINET AT HEAD OF BENCH (surface mount)  LOCATE: PASSENGER SIDE OF REAR EXTENSION OF CONSOLE LOCATE: WALL OVER BENCH LOCATE: REARWARD END OF CABINET BELOW INHALATION !!! INSTALL A 1" DIAMETER HOLE IN REARWARD END OF INHALATION COUNTER/CABINET THROUGH THE AVONITE TRAY TO ACCESS OUTLET IN CABINET BELOW COUNTER. !!! SEE DRAWING	
<b>PAL31C00</b>	3	3	<b>INTERIOR 12VDC OUTLETS: cigarette lighter type</b> 12 volt outlets to use cigarette lighter style connectors.  Locate: INHALATION AREA Locate: CRASH RESTRAINT CABINET AT HEAD OF BENCH (surface mount) Locate: PASSENGER'S SIDE OF CONSOLE, FORWARD END 3" UP FROM FLOOR Configure: "HOT" AT ALL TIMES.	
<b>PAL38C00</b>	0	2	<b>SHORELINE: 20 amp eject</b> Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect.  Locate: streetside module body !!! WIRE (1) TO INTERIOR 110V HEATER !!! WIRE (1) TO ALL OTHER 110V REQUIREMENTS INSIDE VEHICLE PLUS BLOCK HEATER. !!! LABEL BATTERY CHARGER & HEATER  !!! NOTE: INSPECTION TO CHECK 110V HEATER DEDICATED SHORELINE WITH HEATER ON. CHECK WITH AMP CLAMP AND RECORD RESULTS FOR CUSTOMER INSPECTION.	
<b>PAL39000</b>	0	1	<b>WIRE ENGINE BLOCK HEATER:</b> Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.	

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PAL40000	1	1	<b>EXTRA 12VDC CIRCUIT BREAKER:</b> An extra circuit breaker shall be installed. !!! 15 AMP BREAKER.	
PL10A000	1	1	<b>SWITCH PANEL MOUNT:</b> Switch panel to be flush mounted in upper face of console.	
PL11A000	0	1	<b>LIGHT PROGRAMMING: side rear scene</b> The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.	
PL11B000	0	1	<b>LIGHT PROGRAMMING: right side scene</b> The right side scene lights shall come "on" when the side patient door is opened.	
PL11C000	0	1	<b>LIGHT PROGRAMMING: load light</b> The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.	
PL11E000	0	1	<b>LIGHT PROGRAMMING: modular disconnect timer</b> The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.  Time out: 5 min. Configure: Do not time out if shoreline is plugged in	
PL11F000	1	1	<b>PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM</b> Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.	
PL11G000	1	1	<b>LIGHT PROGRAMMING: park brake</b> A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.  Configure: wire alarm to activate with red flasher circuit	

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PL190000	1	1	<b>REPORT LIGHT:</b> A report light shall be located at the action wall to light the counter area  !!! ILOS INSTALL WHELEN PSC0CDCR LED STRIP-LITE. NO NOT INSTALL AT AN ANGLE. MOUNT FLUSH AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.	
PL20C000	0	1	<b>CLOCK: aircraft</b> An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.  Locate: OVER REAR DOORS	
PL220000	1	1	<b>STEP WELL LIGHT:</b> Install one step well light for the right side patient door. Light to come on when door is opened.  !!! RIGHT SIDE OF STEPWELL ILOS. USE TECNIQ LED ILOS.	
PL24T000	0	2	<b>LAMP TIMER: programmable</b> Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.  Locate: BULKHEAD WALL INSIDE SIDE ACCESS DOOR CURBSIDE RISER IN PANEL WITH DUMP SWITCH Light(s) Controlled: DUROLUMENS SET ELAPSED TIME FOR 5 MINUTES  Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.	
PL26D000	0	1	<b>NORCOLD REFRIGERATOR</b> Install a Norcold NR740BB-H 12V refrigerator in the location noted below.  LOCATE: LINEN CABINET BELOW ELECTRONICS. NOTE: INSTALL BEHIND A PERFORATED ALUMINUM DOOR. DOOR TO HAVE WELDED CORNERS. INSTALL TWO CUSTOMER-SUPPLIED LOCKS. NOTE THAT HOLES FOR LOCKS TO BE PREPUNCHED AND LOCATED SO AS TO ALLOW THE ARMS TO REACH TO LATCH. SHIP LOOSE THE TWO KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.  !!! INSTALL A DRAIN LINE FOR THE REFRIGERATOR.  !!! INSTALL DEDICATED BATTERY HOT POWER TO REFRIGERATOR INSIDE CABINET WHERE IT IS INSTALLED.	

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PL27CE00	0	8	<b>PATIENT CEILING DOME LIGHT LENS: Concept Style</b> Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.  <i>NOTE: LIGHT OVER HEAD OF BENCH AND LIGHT OVER THE ATTENDANT'S SEAT TO BE ON SEPARATE SWITCH</i>	
PL27FS00	0	2	<b>LIGHT PROGRAMMING: cab light control</b> The following lights shall be controlled as followed in addition to the standard modes of operation; A switch on the front control panel can be toggled to turn off the defined lights, should they be on. The switch can also be toggled to turn on the defined lights, should they be off. The defined lights shall reset to normal operational programming should a patient access door be opened, or if the master battery switch is switched off, than on again.  <i>Lights: PATIENT DOME LIGHTS</i> <i>Lights: LED PATIENT CEILING LIGHTS</i>	
PL280000	1	1	<b>GOOSE NECK PANEL LIGHT</b> Install a flexible goose neck panel light in the following area. <i>Locate: PASSENGER'S SIDE OF THE RADIO CONSOLE.</i> <i>!!! THIS IS TO BE A FEDERAL LED LITTLELITE ILOS.</i>  <i>!!! NOTE THAT LOCATION SHOULD BE .5" FURTHER AFT THAN ON PREVIOUS UNITS.</i>	
PL29A000	0	1	<b>SPOT LIGHT: hand held</b> Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below.  <i>Locate: INSTALL IN A CARPET COVERED ALUMINUM POCKET ATTACHED TO THE REAR OF THE RADIO CONSOLE. USE 12V PLUG-IN STYLE ILO HARD WIRED.</i>	
PSP00001	0	1	<b>SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING</b>  <i>!!! INSTALL (3) ROM DUROLUMEN LED LIGHTS IN PLACE OF FLUORESCENTS. SPACE EVENLY IN PATIENT COMPARTMENT CEILING.</i>	
Q			<b>HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT</b>	

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<b>QH291000</b>	0	1	<b>CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT</b> The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. Unit will use (1) #10008973, 3-ply filter.  <i>Note: UNIT TO HAVE STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET.</i>	
<b>QH29I200</b>	0	1	<b>HEAT/AC SYSTEM-COMPRESSOR &amp; CONDENSOR, NAVISTAR, FACE</b> Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.  <i>INSTALL AN EXTERNAL CONDENSER ON A 16" WEDGE MOUNT ON THE FRONT FACE OF THE BODY.</i>  <i>PREVIOUS VEHICLE #13956 HAD THE CONDENSER FANS WIRED THROUGH THE HIGH PRESSURE SWITCH. DO NOT WIRE THESE VEHICLES IN THAT MANNER. WIRE TO DUPLICATE THE ESCAMBIA VEHICLES PREVIOUS TO #13956.</i>  <i>ALL HOSES ARE TO HAVE STANDARD 'EASY CLIP' FITTINGS AND ARE TO BE INSTALLED IN PROTECTIVE LOOM.</i>  <i>AC HOSES ARE TO RUN FROM THE LOWER LEFT PORTION OF THE #2 COMPARTMENT, UP AND OVER THE TOP OF THE VERTICAL CABINET BEHIND THE ATTENDANT'S SEAT, TO THE FRONT CONDENSER.</i>  <i>INSTALL AN ACCESS PANEL ON THE FRONT WALL OF THE VEHICLE TO SERVICE FITTINGS.</i>  <i>REDUCE THE USE OF FITTINGS AS MUCH AS POSSIBLE.</i>  <i>INSTALL AN AUXILIARY RECEIVER-DRYER IN THIS SYSTEM.</i>  <i>SYSTEM IS TO INCLUDE A SECOND COMPRESSOR.</i>  <i>!!! LEAVE SOME SLACK IN THE AC LINES. DO NOT PULL TOO TIGHT. ALSO NOTE PRESSURE SWITCH TO RECEIVER/DRYER. SEE JIM HISER WITH QUESTIONS. HE REPAIRED SYSTEMS ON PREVIOUS UNITS.</i>	
<b>QL43C000</b>	0	1	<b>PERKO POWER VENT</b> Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.	
<b>QL43D000</b>	0	1	<b>PERKO STATIC VENT</b> Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.	

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QL450000	0	1	<b>ELECTRIC HEATER:</b> A Dayton 110 volt electrical heater shall be installed in the patient area and shall be wired to the vehicle shoreline.  !!! INSTALL IN THE REAR FACE OF THE BENCH PAN. INSTALL A CLOSEOUT OVER THE BACK OF THE HEATER INSIDE BENCH.	
R			<b>CAB CONSOLE AND COMMUNICATIONS</b>	
RJ01A000	1	1	<b>ANTENNA COAX 1:</b> An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.  Exterior Termination: FRONT CENTER OF MODULE ROOF Interior Termination: ATTENDANT SEAT BASE !!! INSTALL CUSTOMER SUPPLIED CABLE, MOUNT, AND "VHF" ANTENNA	
RJ040000	1	1	<b>RADIO CABLE PULL WIRE</b> A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel. Wire is to run in a 3" conduit.	
RJ05B000	1	1	<b>FRONT CONSOLE:</b> A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.  !!! INSTALL CUSTOM CONSOLE PER ATTACHED DRAWING. !!! REAR PORTION TO BE OPEN WITH NO SLOTS OR DIVIDERS. !!! INSTALL (2) CUP HOLDERS PER DRAWING AND SEAL BOTTOMS AGAINST LEAKAGE. !!! INSTALL A .250" ALUMINUM REINFORCEMENT PLATE ON THE INSIDE OF CONSOLE PER DRAWING FOR ATTACHMENT OF LAPTOP MOUNTING BRACKET. THIS IS LOCATED ON THE CURBSIDE FORWARD AREA. INSTALL A CUSTOMER-SUPPLIED COMPUTER BRACKET IN THIS LOCATION.  !!! DUPLICATE OF PREVIOUS VEHICLES.	
RJ06A000	0	1	<b>RADIO HEAD PRE-CUT: front</b> Cut out control console for radio head(s).  CUSTOMER SUPPLIED	

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RJ06B000	0	1	<b>RADIO HEAD PRE-CUT: rear</b> Cut out rear action panel for radio head(s). CUSTOMER SUPPLIED	
RJ070000	0	2	<b>RADIO CABLE INSTALL: customer supplied</b> Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to Horton must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.  !!! (1) FROM FRONT CONSOLE TO BELOW THE ATTENDANT'S SEAT. (1) FROM INHALATION AREA TO BELOW ATTENDANT'S SEAT.	
RJ080000	1	2	<b>RADIO POWER/GROUND:</b> Install 6 gauge cable to positive and ground studs for radio power. !!! INSTALL (1) BATTERY HOT AND (1) BATTERY SWITCHED IN ATTENDANT SEAT BASE !!! INSTALL (1) BATTERY SWITCHED POWER AND GROUND INSIDE OF FRONT CONSOLE.	
RSP00001	0	1	<b>SPECIAL INSTRUCTION, CAB CONSOLE &amp; COMMUNICATIONS</b>  !!! INSTALL (1) CUSTOMER SUPPLIED SPEAKER AND 1-HAND SET. SPEAKER TO GO ABOVE PASSTHROUGH WINDOW AS HIGH UP AS POSSIBLE. HANDSET IS TO MOUNT ON THE RIGHT HAND WALL OF ACTION AREA PER PREVIOUS UNITS.  !!! INSTALL REMAINDER OF RADIO EQUIPMENT UNDER THE ATTENDANT'S SEAT AND PROVIDE VENTED ACCESS DOOR PER PREVIOUS UNITS.	
T			<b>OXYGEN AND SUCTION</b>	
TN002000	1	1	<b>OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V</b> Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.	
TN01MW00	1	1	<b>OXYGEN BOTTLE, CYLINDER BRACKET: Zico</b> Zico QRM-V oxygen bracket shall be installed. Locate: standard location Tank Size: "M" OR 'H'	

**ESCAMBIA CO. EMS**

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

**Selected Feature List 11841**

**Year:**

2015

**Chassis:**

Navistar Medium, 102"

**Model:**

623

<b>Option</b>	<b>Std</b>	<b>Qty</b>	<b>Header/Description/Data</b>	<b>Proposal Total</b>
<b>TN030000</b>	2	2	<b>OXYGEN OUTLETS, STANDARD</b> Two oxygen outlets shall be provided as standard and shall be located in the inhalation panel.	
<b>TN03A000</b>	0	1	<b>OXYGEN OUTLET: additional</b> Install additional oxygen outlet(s). <i>Locate: FORWARD END OF BENCH CABINET</i>	
<b>TN04A000</b>	0	1	<b>ADAPTER TYPE: Ohio Diamond II</b> Oxygen outlets to be Ohio Diamond II.	
<b>TN050000</b>	1	2	<b>FLOWMETER:</b> Supply dial type flowmeter.	
<b>TN060000</b>	1	1	<b>OXYGEN WRENCH:</b> Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable.	
<b>TN100000</b>	1	1	<b>VACUUM OUTLET: inhalation wall</b> A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.	
<b>TN11A000</b>	1	1	<b>ASPIRATOR: RS-4X disposable</b> Install Rico RS-4X aspirator.	
<b>TN120000</b>	1	1	<b>VACUUM PUMP:</b> Install 12vdc electric suction pump.	
<b>U</b>			<b>LETTERING</b>	



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<b>UP010000</b>	0	1	<b>LETTERING:</b> Lettering to be included. Color: GOLD SCOTCHLITE WITH BLACK OUTLINE/SHADE Style: HELVETICA !!! UNIT ID NUMBER IS '12' (do not install on plates)	
<b>UP01CS00</b>	0	1	<b>LETTERING REQUIRED ON CURBSIDE OF BODY</b> Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below. "ESCAMBIA COUNTY" (NEW ARTWORK) "EMS" (UPPER PORTION OF SIDE ENTRY DOOR) !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	
<b>UP01F000</b>	0	1	<b>LETTERING REQUIRED ON FRONT OF VEHICLE</b> Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below. "AMBULANCE" (MIRROR IMAGE ON WINDSHIELD) "EMS" SIZED TO FIT, UPPER DRIVERS SIDE !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	
<b>UP01R000</b>	0	1	<b>LETTERING REQUIRED ON REAR OF VEHICLE</b> Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below. "DIAL 911" (ON REAR DOORS ABOVE WINDOWS) "BUCKLE UP" (ON REAR DOORS BELOW WINDOWS) "KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE) "300 FEET" (SIZE TO FIT) "EMS" (UPPER LEFT REAR CORNER OF VEHICLE) !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	
<b>UP01SS00</b>	0	1	<b>LETTERING REQUIRED ON STREET SIDE OF BODY</b> Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below. "ESCAMBIA COUNTY" (NEW ARTWORK) EMS" (UPPER PORTION OF FORWARD COMPARTMENT DOOR) !!! UNIT ID NUMBERS ARE '12' (do not install on plates)	

**ESCAMBIA CO. EMS**

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

**Selected Feature List 11841**

**Year:**

2015

**Chassis:**

Navistar Medium, 102"

**Model:**

623

<b>Option</b>	<b>Std</b>	<b>Qty</b>	<b>Header/Description/Data</b>	<b>Proposal Total</b>
<b>UP03B000</b>	0	58	<b>4" SHADED SCOTCHLITE LETTERING</b> * *	
<b>UP08D000</b>	0	1	<b>STAR OF LIFE 36: (each)</b> Install 36" star of life. Locate: ROOF	
<b>UP180000</b>	1	1	<b>DOOR REFLECTORS</b> Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.	
<b>Z02</b>	0	1	<b>Factory Pickup and Transportation</b> Allowance for vehicle pickup, transportation and drivers fee. !!! DELIVERY TO ESCAMBIA COUNTY EMS.	
<b>Z04</b>	0	1	<b>Fuel, Tags, Etc.</b> Allowance for fuel, tags and administrative.	

**ESCAMBIA CO. EMS**

6575 NORTH 'W' ST

PENSACOLA, FL 32505

PAT KOSTIC

***Selected Feature List 11841***

**Year:** 2015

**Chassis:** Navistar Medium, 102"

**Model:** 623

***Option Std Qty Header/Description/Data***

**Proposal Total**

***Total Configured Cost*** \$222,396.00

***Authorized Department Signature(s):***



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6112**

**County Administrator's Report 12. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Supplemental Budget Amendment #173, Reimbursement from the 4H Foundation

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #173 - Amy Lovoy, Management and Budget Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #173, Local Option Sales Tax Fund III (352) in the amount of \$550,000, to recognize reimbursements from the 4H Foundation and to appropriate these funds for the purchase of property along Chalker Road and Highway 99.

**BACKGROUND:**

On April 29, 2014, the Board approved the purchase of property along Chalker Road and Highway 99. The total purchase price for these properties is to be reimbursed by the 4H Foundation at closing. This supplemental budget amendment recognizes these reimbursements from the 4H Foundation and appropriates these funds for the property purchase.

**BUDGETARY IMPACT:**

This supplemental budget amendment will increase the Local Option Sales Tax fund by \$550,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The 4H Foundation will reimburse the County at closing.

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## Attachments

014sa173

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, on April 29, 2014, the Board voted to purchase certain properties for use by the 4H an abandoned water and wastewater utility system and since revenues will not be sufficient to cover the expenses, funds must be transferred to pay the overage.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Local Option Sales Tax III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Reimbursements	352	369401	\$550,000
<b>Total</b>			<b>\$550,000</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Land	352/110267	56101	\$550,000
<b>Total</b>			<b>\$550,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6156**

**County Administrator's Report 12. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Contract with the State of Florida, Department of Revenue for Service of Process

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of a Service of Process Contract with the State of Florida, Department of Revenue - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign, subject to Legal sign-off, the State of Florida, Department of Revenue (DOR), Standard Contract between Escambia County and the State of Florida, Department of Revenue Child Support Program, for reimbursements related to service of process and execution of writs for child support enforcement orders issued by DOR. This Contract will allow the County to collect 66% of the \$20 unit rate for each service of process and 66% of the \$70 rate for writs.

**BACKGROUND:**

The Sheriff is required by the State of Florida to provide service of process and execution of writs for child support enforcement orders issued by DOR. This contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 rate for writs.

**BUDGETARY IMPACT:**

This contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 rate for writs.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This contract will be subject to legal sign-off.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Service of Process Contract

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STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue Child Support Program, hereinafter referred to as the "Department" or "the Program," and Escambia County Board of County Commissioners hereinafter referred to as the "contractor."

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: **sole source government**.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

**B. Governing Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

**C. Invoicing and Travel**

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be emailed to:

**sheriff\_invoices@dor.state.fl.us**

**D. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

**E. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

**F. Indemnification**

**NOTE:** Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

**G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

**H. Confidentiality of Information**

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
  - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than 45 days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a

notification is required 45 days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

FTI will not be disclosed.

FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 12, provides detailed requirements on the content of the 45 day notification to the IRS. The contract manager should refer to:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
- k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
- l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

6. That the Contractor is subject to the provisions of s. 817.5681, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor would also be subject to comply with the laws of States where those individuals reside.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

**J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

**K. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. MyFlorida MarketPlace Fee

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding

payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**L. Non-discrimination Requirements**

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

**M. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

**O. Sponsorship**

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

**P. Publicity**

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

**Q. Final Invoice**

To submit the final invoice for payment to the Department no more than **FORTY-FIVE (45)** days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests

submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

**R. Lobbying**

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime**

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**T. Patents, Copyrights, Royalties and Rights to Products**

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

**U. Emergency Preparedness**

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

**V. Criminal History Records Checks**

That the Department requires criminal history records checks on any contractor staff, employees or subcontractor staff that has access to DOR information resources or facilities unless formally waived in writing by the Department. If the access is apparent to the Department at the inception of the contract, the Contractor shall be required to sign Attachment H, Criminal History Records Check. In the event, that the Department did not require the Criminal History Records Check at the inception of the contract, but determines that the Criminal History Records Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal History Records Check information upon written request from the Department. The cost of performing the criminal history records checks shall be borne by the Contractor.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its staff, employees or subcontractor staff who will have access to DOR

information resources or facilities. The criminal history records check must be completed for those so designated within 30 calendar days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those staff, employees or subcontractor staff must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which staff, employees or subcontractor staff requires a criminal history records check. The check must be completed within 30 days of notification to the Contractor. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Contract is in force.

Criminal history records checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records results must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

During the term of the Contract, the Contractor shall report in writing to the Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Contractor's staff, employee or subcontractor assigned to this contract within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the Contractor's staff member's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate staff members work on this Contract. The Department will take appropriate steps to secure its data, systems and facilities pending the Department's review of the report. The Contractor shall notify the department within ten (10) calendar days of case disposition.

Refusal to submit the Criminal History Records Check information as required by this contract may result in termination of the contract.

#### **W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES**

##### **1. Granting Access**

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
  - Office Buildings
  - Restricted Rooms within Office Buildings
  - Restricted Data
  - Department Intranet
  - Department Network
  - Data Management Systems such as FLORIDA, CAMS and Suntax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
  - Be provided in writing to the Department Contract Manager,
  - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
  - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. **Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.**
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

##### **2. Changing and Terminating Access**

- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
    - Separation,
    - Termination,
    - Reassignment to another project, or
    - Change in the type of access required.
  - b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.
  - c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
  - d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
    - returning all security identification and access devices; and
    - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.
3. Access Update
- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.
  - b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.
- The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed **\$N/A RATE AGREEMENT**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**B. Contract Payment**

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

**C. Vendor Ombudsman**

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

**III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:**



**A. Effective and Ending Dates**

That this contract shall begin on **7/1/2014**, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on **6/30/2017**. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**B. Contract Renewal**

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be **five (5) one (1) year optional renewal periods**.

**C. Corrective Action Plan**

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

**D Termination**

1. That this contract may be terminated by the Department without cause upon no less than **thirty (30) calendar days** notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

**E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price

level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**F. Notice**

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

**G. Official Payee and Representatives (Names, Email and Street Addresses, and Telephone Numbers):**

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:  
Escambia County, Board of County Commissioners  
Pam Childers, Clerk of Court & Comptroller  
221 S Palafox Place Ste 140  
Pensacola, FL 32502  
(850) 595-4836
2. The name of the contractor's contact person, email address, and street address where financial and administrative records are maintained is:  
Lorraine Hudson, Treasury Manager  
221 S Palafox Place Ste 140  
Pensacola, FL 32502  
(850) 595-4836  
lhudson@escambiaclerk.com
3. The name, email address, mailing address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:  
Henrique Dias  
1700 West Leonard Street  
Pensacola, FL 32501  
(850) 436-9541  
hdias@escambiaso.com
4. The name, email and mailing addresses, and telephone number of the Contract Manager for the Department for this contract is:  
**Heather Rosenberg – Contract Manager**  
**Florida Department of Revenue**  
**Child Support Program**  
**P.O. Box 5586 Tallahassee, FL 32314-5586**  
**850-617-8050 [rosenbeh@dor.state.fl.us](mailto:rosenbeh@dor.state.fl.us)**
5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**H. All Terms and Conditions Included**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

<b>Applicable Attachments and Exhibits: ☒ indicates that it applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input type="checkbox"/>	<b>Attachment B</b>	<b>Order of Precedence (and Contract Content)</b>
<input checked="" type="checkbox"/>	<b>Attachment C(1)</b>	<b>Required Certifications (Non-Attorney)</b>
<input type="checkbox"/>	<b>Attachment C(2)</b>	<b>Required Certifications (Attorney)</b>
<input checked="" type="checkbox"/>	<b>Attachment D</b>	<b>Additional Provisions for Federally Funded Contracts</b>
<input checked="" type="checkbox"/>	<b>Attachment E</b>	<b>Certification Regarding Debarment, Suspensions</b>
<input checked="" type="checkbox"/>	<b>Attachment F</b>	<b>Certification Regarding Lobbying</b>
<input type="checkbox"/>	<b>Attachment G</b>	<b>Individual Contractor Security Agreement Form</b>
<input type="checkbox"/>	<b>Attachment H</b>	<b>Criminal Background Check Requirements</b>
<input type="checkbox"/>	<b>Attachment I</b>	<b>Compliance with the Florida Single Audit Act (Property Appraiser)</b>
<input type="checkbox"/>	<b>Attachment J</b>	<b>Access to Department Information Resources and Facilities</b>
<input checked="" type="checkbox"/>	<b>Exhibit 1</b>	<b>Monthly Invoice Excel Form</b>
<input checked="" type="checkbox"/>	<b>Exhibit 2</b>	<b>Substantiating Report To Invoice Excel Form</b>
<input type="checkbox"/>	<b>Attachment M</b>	<b>Other - See attachment for details</b>

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this 21 page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
Escambia County Board of County Commissioners

**FLORIDA DEPARTMENT OF REVENUE**

SIGNED BY: \_\_\_\_\_  
PRINTED NAME: Lumon J May  
TITLE: Chairman - Commissioner  
DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
NAME: Lia Mattuski  
TITLE: Director, Financial Management  
DATE: \_\_\_\_\_

Contractor  
Federal Employer I.D. # &  
MyFloridaMarketPlace  
Extension # : 59-6000598

**FLORIDA DEPARTMENT OF REVENUE**  
Office of the General Counsel

Approved as to form and legal content

**ATTEST: PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
BY: \_\_\_\_\_  
**DEPUTY CLERK**

## Attachment A

### **Scope of Work/Additional Provisions**

#### **A. GENERAL PROVISIONS**

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachment pursuant to Section 30.231, Section 61.11, Section 409.256(4) and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support judicial and administrative actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
  - a. Personal service of process, to include substitute service as authorized by law;
  - b. Service of Subpoenas, except witness subpoenas;
  - c. Execution of Writs of Bodily Attachment.
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

#### **B. SERVICE OF PROCESS AND EXECUTION OF WRITS OF BODILY ATTACHMENT**

##### **1. Manner of Service**

- a. The sheriff should promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process and execution of writs in establishing and enforcing child support orders, it is incumbent upon the sheriff to attempt to serve or execute a writ at any address necessary to effect service. These attempts should include, but are not limited to, serving or executing a writ during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. The sheriff should attempt service of process or execution of a writ at as many of the addresses provided and at different time intervals as necessary.
- c. The sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights or weekends. After a writ is executed the sheriff shall enter it into the Florida Crime Information Center FCIC system within three (3) business days.
- d. Within seven (7) calendar days of successful service of process, the sheriff shall provide the Department or its designee and the Clerk of Court the sheriff's return indicating service has been perfected and the address.
- e. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

f. The sheriff's return of service should include:

For administrative cases - The Department of Revenue's Service Return Coversheet (CS-OA90 page 2) and/or the sheriff's service return documentation.

For judicial cases – Sheriff's return of service documents.

g. Return of service is to be provided to the address indicated on the Department's Request for Service of Process. Each return should include the following information:

- (1) The names of the respondent, petitioner (whenever provided), and the Child Support case number.
- (2) How the process was served, i.e.: personal or substitute service. If substitute service, the relationship of the substitute to the person served or that the substitute resides in the person's normal place of abode.
- (3) Complete address where service of process was successful.
- (4) A list of all papers served on the party.
- (5) Date and time of service of process attempts.
- (6) The reason(s) that service was unsuccessful.
- (7) Complete addresses where service of process was attempted if service is unsuccessful.

h. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the sheriff shall exercise due diligence in locating and serving or arresting the person.

i. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the FCIC telecommunications system in accordance with Section 61.11(2)(e), F.S.

j. The county shall retain the prevailing local match rate when the party served or arrested pays court ordered costs of service of process or writ execution. The remaining match rate shall reduce the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

## 2. Method of Payment

a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Attachment A, Exhibits 1-2, must be used to send the monthly request for payment for services to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month are to be submitted to:

**E-mail: [sheriff\\_invoices@dor.state.fl.us](mailto:sheriff_invoices@dor.state.fl.us)**

b. The invoice for payment must be received by the Department within 45 days after the end of the month in which services are rendered.

c. The county will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D cases, 66% of the \$20.00 fee (\$13.20) for each service of process and 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

**C. SERVICES TO BE PERFORMED BY THE DEPARTMENT**

1. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support cases.
2. The Department shall provide to the sheriff the best known address(es) where the person may be served or the writ executed.
3. The Department shall provide the sheriff with Child Support case numbers (a.k.a.CSE #s) and names of the parties to be served for the sheriff to enter on the Substantiating Report To Invoice form (Attachment A Exhibit 2).
4. The Department may provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any disclosure, distribution, or copying of the photographic images, or the information in it, is prohibited.

**D. ADDITIONAL TERMS AND CONDITIONS**

1. **Area of Service** – The services required of the sheriff pursuant to this contract shall be provided in the county shown on page one.
2. **Modification of contract due to a change in Federal Financial Participation** – If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.
3. **Modification of Contract due to Statutory Fee Changes** – If the statutory fees for service of process and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse at the prevailing rate of Federal Financial Participation based upon the new statutory fee(s). Changes are effective as of the effective date of the law.
4. **Photographic images provided by the Department** – Upon completion of service or writ activities any photographic images provided by the Department must be destroyed.

**Attachment C(1)**

**Required Certifications – Non-Attorney**

I, Lumon J May as an authorized representative of the contractor certify that

**1. Statement of No Involvement**

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

**2. Agreement to the Contract Terms and Conditions**

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

**3. Contract Cancellation or Failure to have Contract Renewed**

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

**4. Child Support Obligations**

I, Lumon J May, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

**5. Compliance with State and Federal Tax Laws**

I, Lumon J May, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK**



**Attachment D**

**Additional Provisions for Federally Funded Contracts**

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. If this contract contains federal funds, the Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
5. Pursuant to 45 CFR 95.617(a), the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."  
 Pursuant to 45 CFR 95.617(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation."  
 Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).
6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, which directly relate to the provision of commodities and services provided under this contract, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.

8.  If checked, the following also applies:
  - The CFDA number(s) is: 93.563.
  - The CFDA title is: Child Support Enforcement.
  - The Federal Agency from which the Department receives these funds and passes them to the Provider is: the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement

The Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

Based on the audit requirements in OMB Circular A-133, the Department requires the following actions by the Provider:

1. Each year, after the close of the Provider's fiscal year, the Provider will provide a hard copy or electronic copy or a link (URL) to their most recently audited financial records. This information will be send to the Department's Contract Manager for this contract.
2. The due date for #1 above is no later than 9 months after the close of the Provider's fiscal year, unless additional time has been granted by the Federal clearing house or other appropriate entity. If additional time has been granted, the report is due within 30 days after the end of the additional time.

By signing below, the Provider agrees to adhere to the above requirements.

Signature \_\_\_\_\_

Name Printed Lumon J May

Date \_\_\_\_\_

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT**

BY: \_\_\_\_\_  
**DEPUTY CLERK**

**Attachment E**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Contracts/Subcontracts**

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION**

- (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
  - (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
  - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
  - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number CST17

**Attachment F**

**Certification Regarding Lobbying  
For Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number CST17

Exhibit 1, Excel INVOICE form

County Sheriff's Office

Sheriff Service of Process (SOP)

Address

INVOICE

Contract # \_\_\_

Contact Person:

Phone #:

E-mail:

Date of Invoice: MM/DD/YYYY

Invoice Month/Year:

Sheriff Invoice #: (if any)

Bill To: Florida Department of Revenue/Child Support Program

Contract Management Invoice Section

Email Invoice to: sheriff\_invoices@dor.state.fl.us

Comments					
Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00
0	Service Of Process Credits	(\$20.00)	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00
<b>Invoice Total:</b>					<b>\$0.00</b>

I certify the information above is true and correct  
(electronic signature typed below is acceptable)

Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_

To: FDOR Operational Accounting:

The above charges have been reviewed and are approved for payment: Amount approved: _____ Date Approved: _____ FDOR-Child Support Program Approval Certification Signature: _____
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6155**

**County Administrator's Report 12. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/15/2014

**Issue:** Approval to Increase Fiscal Year 2013/2014 Purchase Orders

**From:** Darlene Howell, Library Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Change Orders for the West Florida Public Library System - Darlene Howell, West Florida Public Library Administrator

That the Board approve and authorize the Interim County Administrator to execute the following Change Orders, increasing funds for the purchase of books and materials through the balance of the Fiscal Year, in support of the day-to-day operations and goals of the 2013-2018 Strategic Plan of the West Florida Public Library System:

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$18,000
Vendor:	Baker & Taylor
Project Name:	N/A
Contract:	State of Florida # 715-001-07-1
PO No.:	140690
CO No.:	1
Original Award Amount:	\$40,000
Cumulative Amount of Change Orders through this CO:	\$18,000
New PO Total:	\$58,000

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$67,000
Vendor:	Brodart
Project Name:	N/A

Contract:	State of Florida # 715-001-07-1
PO No.:	140662
CO No.:	1
Original Award Amount:	\$99,100
Cumulative Amount of Change Orders through this CO:	\$67,000
New PO Total:	\$166,100

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$38,500
Vendor:	Midwest Tape
Project Name:	N/A
Contract:	State of Florida # 715-001-07-1
PO No.:	140661
CO No.:	1
Original Award Amount:	\$49,000
Cumulative Amount of Change Orders through this CO:	\$38,500
New PO Total:	\$87,500

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 55401, for Books, Publications, and Subscriptions]

**BACKGROUND:**

At a BCC Regular Meeting held October 3, 2013 the Board authorized the issuance of individual Purchase Orders for books and materials from the following vendors: Baker & Taylor, Brodart, and Midwest Tapes for Fiscal Year 2013-2014.

At a BCC Regular Meeting held April 29, 2014 the Board adopted the Resolution and approved Supplemental Budget Amendment #156, Library Fund (113) to recognize residual funds from the City of Pensacola for Library Operations. If approved, a portion of the residual funds will be used to increase funding for purchases from the above listed vendors in order to supplement the West Florida Public Library System's book and materials collections for public use.

**BUDGETARY IMPACT:**

Funds are available in Fund 113, Library Services, Cost Center 110501, and Object Code 55401 for Books, Publications, and Subscriptions.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Budget and Finance Consent 12.33

Supplemental Budget Amendment #156

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-5060 County Administrator's Report 12. 33.  
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/03/2013

Issue: Approval to Issue Fiscal Year 2013/2014 Purchase Orders in Excess of \$50,000

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

A handwritten signature in black ink, appearing to read "George Touart", is written over a horizontal line.

**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for the West Florida Public Library - George Touart, Interim County Administrator

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts or Contractual Agreements, for the West Florida Public Library for Fiscal Year 2013-2014, as follows:

- A. Temporary Employment Services  
Fund: 113 (Library Fund)  
Cost Center: 110501  
Object Code: 53401  
Amount: \$350,000  
For: Temporary Employment Services;
- B. Baker & Taylor  
Fund: 113 (Library Fund)  
Cost Center: 110501  
Object Code: 55401  
For: Library Books;
- C. Brodart  
Fund: 113 (Library Fund)  
Cost Center: 110501  
Object Code: 55401  
For: Library Books; and
- D. Midwest Taylor  
Fund: 113 (Library Fund)  
Cost Center: 110501

Object Code: 55401  
For: Library Books.

[Funding: Fund 113, Library Services, Cost Center 110501, Object Code 53401 (Temporary Services), and Object Code 55401 for Books, Publications, and Subscriptions]

**BACKGROUND:**

Upon Board approval, Purchase Orders will be issued during the first week of October 2013. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2013/2014.

**BUDGETARY IMPACT:**

Funding are budgeted in the Fiscal Year 2013/2014 West Florida Public Library operating budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The West Florida Public Library will work with the Board's Human Resources Office to use temporary employees on a "as needed" basis through the County's temporary employment contractor, Temporary Employment Services, Inc.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The West Florida Public Library will issue purchase requisitions during the first week of October, upon Board approval, in accordance with the adopted Fiscal Year 2013/2014 budget.

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6007

**County Administrator's Report**  
**Budget & Finance Consent**

**BCC Regular Meeting**

**Meeting Date:** 04/29/2014

**Issue:** Supplemental Budget Amendment #156 - Residual Funds and Donations for Library Operations

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #156 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #156, Library Fund (113) in the amount of \$695,792 to recognize residual funds from the City of Pensacola for Library Operations and also donations from Friends of the Library, and to appropriate these funds into the current year's budget to be used for the Library.

**BACKGROUND:**

Escambia County received residual funds from the City of Pensacola. These funds will be used for library operations. Also, Escambia County received donations from Friends of the Library to be used for renovations to the main library for a Cafe. If there are any remaining donations, they will be used for signage and miscellaneous unfinished items at the main library.

**BUDGETARY IMPACT:**

This amendment will increase Fund 113 by \$695,792.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received residual funds from the City of Pensacola for Library Operations and also donations from Friends of the Library that were not recognized, and now these must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Library Fund Fund Name	113 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Contribution - City of Pensacola	113	337701	581,898
Donations - Friends of the Library	113	366219	113,894
<b>Total</b>			<b>\$695,792</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	113/110501	53101	7,500
Other Contractual Services	113/110501	53401	95,000
Travel & Per Diem	113/110501	54001	1,000
Promotional Activities	113/110501	54801	30,000
Improvements other than Buildings	113/110501	56301	14,625
Machinery & Equipment	113/110501	56401	83,000
Books, Pubs, Subs & Library Materials	113/110501	56601	50,000 ✓ Darker
Reserves	113/110501	59801	300,773 ✓ Army
Buildings	113/110504 (new)	56201	100,000
Machinery & Equipment	113/110504 (new)	56401	13,894
<b>Total</b>			<b>\$695,792</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Deputy Clerk

Adopted

RAH 4/17/14 SAH 4/17/14  
OMB Approved

Supplemental Budget Amendment

#156



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6092**

**County Attorney's Report 12. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 05/15/2014

**Issue:** Gulf Coast Summerfest Concert Resolution Restricting Access to the Gulf of Mexico on a Limited Portion of Santa Rosa Island

**From:** Ryan Ross, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Gulf Coast Summerfest Concert Resolution Restricting Access to the Gulf of Mexico on a Limited Portion of Santa Rosa Island

That the Board adopt a Resolution restricting access to the Gulf of Mexico on a limited portion of Santa Rosa Island during the 2014 Gulf Coast Summerfest Concert event from sunset on Saturday, August 30, 2014 until sunrise on Sunday, August 31, 2014.

**BACKGROUND:**

Banks Enterprises, L.L.C., is promoting a series of concerts billed as "Gulf Coast Summerfest" on a limited portion of Santa Rosa Island on Saturday, August 30, 2014. In the interest of public safety, Banks Enterprises and the Santa Rosa Island Authority are requesting the Board to restrict access to the Gulf of Mexico during the concerts by declaring double red flag conditions. This restriction shall only apply to a portion of Gulf waters immediately adjacent to the concert staging area and shall be limited in duration from sunset on August 30 until 5:00 a.m. on August 31. The Board has the authority to restrict access pursuant to sections 125.01 and 380.276, Florida Statutes, and its inherent police powers to safeguard the public health, safety and welfare.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Ryan E. Ross, Assistant County Attorney, prepared the Resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution

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**RESOLUTION R2014 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RESTRICTING ACCESS TO THE GULF OF MEXICO ON A LIMITED PORTION OF SANTA ROSA ISLAND DURING THE 2014 GULF COAST SUMMERFEST CONCERT EVENT FROM SUNSET ON SATURDAY, AUGUST 30, 2014, UNTIL SUNRISE ON SUNDAY, AUGUST 31, 2014; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Banks Enterprise, L.L.C. ("Banks Enterprise") is promoting a series of concerts billed as "2014 Gulf Coast Summerfest" ("Summerfest") on a limited portion of Santa Rosa Island from Saturday, August 30, 2014, through Sunday, August 31, 2014; and

**WHEREAS,** the Santa Rosa Island Authority ("SRIA") and Banks Enterprise anticipate a significant turnout for Summerfest; and

**WHEREAS,** the SRIA and Banks Enterprise also anticipate that some individuals may attempt to enjoy or otherwise access Summerfest by anchoring a vessel in the Gulf Of Mexico waters immediately adjacent to the event; and

**WHEREAS,** many of the concerts will occur at night; and

**WHEREAS,** furthermore, alcoholic beverages will be available to concertgoers; and

**WHEREAS,** accordingly, in the interest of public safety, the SRIA and Banks Enterprise are requesting that the Board of County Commissioners restrict access to those Gulf of Mexico waters immediately adjacent to the location of the Summerfest event by ordering the SRIA to post a series of double red flags, warning flags, or any combination of both, at the location of the Summerfest event; and

**WHEREAS,** the Board of County Commissioners finds that it has the authority to restrict access in this manner pursuant to its authority to post warning flags conferred by Section 380.276, Florida Statutes, its home rule powers conferred by Section 125.01, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare of the citizens of Escambia County as a political subdivision of the State of Florida; and

**WHEREAS**, the Board of County Commissioners further finds that restricting access to the Gulf of Mexico during Summerfest advances the public health, safety, and welfare.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.            RECITALS.**

The aforementioned recital clauses are hereby incorporated into this Resolution.

**SECTION 2.            LEGISLATIVE FINDINGS.**

The Board of County Commissioners hereby declares that the aforementioned recital clauses constitute a declaration of its legislative intent in restricting access to the Gulf of Mexico during Summerfest.

**SECTION 3.            RESTRICTION OF ACCESS TO GULF OF MEXICO.**

(a) Subject to the limitations established by this resolution, the Board of County Commissioners declares that no individual may enter the Gulf of Mexico for the purpose of swimming, boating, fishing, or to engage in any other recreational or commercial activity during the Summerfest series of concerts on Santa Rosa Island.

(b) This restriction shall commence at sunset on Saturday, August 30, 2014, and shall terminate at 5:00 a.m. on Sunday, August 31, 2014.

(c) This restriction shall only apply to the Gulf of Mexico waters located 300 feet south of the Santa Rosa Island shoreline and lying immediately adjacent to a portion of Santa Rosa Island that includes the area extending east from a point one-hundred (100) yards west of Pensacola Beach Gulf Pier continuously to the eastern property boundary of the restaurant named "Crabs We Got 'Em," located at 6 Casino Beach Boardwalk on Santa Rosa Island.

(d) The Santa Rosa Island Authority is authorized to post a series of double red flags, warning signs, or any combination thereof, to provide notice of this restriction.



**SECTION 4. ENFORCEMENT.**

(a) The Board of County Commissioners finds that this restriction constitutes a reasonable command and may be enforced pursuant to Section 74-36(18) of the Escambia County Code of Ordinances.

(b) Notwithstanding any other provision of this resolution, an individual may enter the restricted area for the purpose of performing first aid, rescue, or other legitimate emergency response activity.

**SECTION 5. EFFECTIVE DATE.**

This resolution shall become effective immediately upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_

Title: ASST. COUNTY ATTORNEY

Date: APRIL 24, 2014



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6099

County Attorney's Report 12. 2.

BCC Regular Meeting

Action

Meeting Date: 05/15/2014

Issue: Settlement of Litigation Relating to Colette Maxwell's Counterclaims (See Cases Listed Below)

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Partial Settlement of Litigation: *Audra Creech v. Escambia County, FL v. Colette Maxwell, Case No. 2011 CA 002463, and Raphael Kyles v. Escambia County, FL v. Colette Maxwell, Case No. 2011 CA 002461.*

That the Board approve a settlement payment of \$25,000 to Colette Maxwell in exchange for the execution of a general release and hold harmless agreement and dismissal of the pending counterclaims in the litigation titled *Audra Creech v. Escambia County, FL v. Colette Maxwell, Case No. 2011 CA 002463, and Raphael Kyles v. Escambia County, FL v. Colette Maxwell, Case No. 2011 CA 002461.*

**BACKGROUND:**

On June 12, 2009, Road Corrections Officer (RCO) Michael Prince was operating a crew truck from an Escambia County facility on Nine Mile Road and was intending to make a left to proceed west bound on Nine Mile Road at the intersection with Barren Miller Road. Traffic had stopped in the outside lane eastbound. RCO Prince proceeded to the middle of the median to await an opening in traffic traveling west bound. However, while waiting for traffic to clear westbound, Colette Maxwell operated her 2002 Pontiac in either the outside eastbound lane or the left turn lane for traffic proceeding onto Barren Miller Road. Rather than braking, she swerved around the crew truck into oncoming westbound traffic. She collided with a motor vehicle being operated by Rafael Kyles in which Audra Creech (Ricci) was a passenger. Ms. Creech was 25 weeks pregnant. Ms. Maxwell testified in her deposition that the County crew truck moved in front of her lane of travel and that she had no option but to swerve in front of the truck.

Although RCO Prince was given a traffic citation for violation of right of way, he contested the traffic citation with the assistance of a lawyer retained under the PBA union contract and was found not guilty. The Florida highway trooper who investigated the accident had determined that RCO Prince, based on skid marks and damage to the two motor vehicles involved, had operated the crew truck to cause the accident. Investigation by Risk Management also came to the conclusion that operator error had caused the accident. However, RCO Prince maintained that he was not at fault and testified in a truthful and forthright manner at his deposition as to the actions he took on that day.

Ms. Maxwell's Pontiac received severe damage from the collision and the County paid her property damages in the approximate sum of \$6,000. She began seeing a chiropractor for her injury to the neck, low-back and suffered headaches. In the collision, her airbag deployed and she lost consciousness for a period of 30 minutes en route to the hospital. After a series of treatments with her chiropractor, she was given a 13% permanent impairment rating to her neck and low-back. She continued to see the chiropractor for pain to her neck and upper mid-back through September 2010. Dr. Renfroe, as her chiropractor, determined that in June 2011 that she would be looking at between \$2,000 and \$2,500 future medical expenses every year. Ms. Maxwell was employed as a custodian with the University of West Florida and lost approximately four weeks of work from the accident. Her amount of lost wages was approximately \$2,000. At the present time, she has a medical lien with Blue Cross Blue Shield of approximately \$8,200 and is out of pocket for medical expenses in the sum of \$7,800. In summary, her total out of pocket expenses relating to her injury comes to \$18,000.

A review of verdicts for similar neck and back injuries with related headaches and limitation in work activities reveals that the settlement is within the range of verdicts for this type of injury and permanent condition. It should be noted that this settlement is lower than the usual range of settlements for this type of injury and the amount of out of pocket expense because of the comparative negligence which a jury could assign to Ms. Maxwell.

It is this office's recommendation that the Board approve the settlement as a reasonable compromise recognizing the costs of proceeding to trial with the taking of depositions of treating physicians and the retaining of expert witnesses to provide opinions as to Ms. Maxwell's condition and accident reconstruction. This recommendation is in no way a reflection upon RCO Prince's credibility, but is predicated solely on the uncertainties of litigation and the benefits of a negotiated settlement.

**BUDGETARY IMPACT:**

Funds for the settlement proceeds will be provided from Fund 501, Account 239898.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Charles V. Peppler, Deputy County Attorney, prepared the Recommendation and will ensure all requirements of settlement, if approved, are completed.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The County Attorney's Office will work with the Risk Management Division to effectuate settlement upon approval.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6167**

**County Attorney's Report 12. 3.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 05/15/2014

**Issue:** MOU Between Escambia County and UF/IFAS Extension 4-H

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the MOU Between Escambia County and UF/IFAS Extension 4-H

That the Board approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between the County and UF/IFAS Extension 4-H. (MOU to be distributed under separate cover.)

**BACKGROUND:**

At its May 5, 2014 meeting, the Board authorized the Chairman to execute the letter from the 4-H Foundation and UF/IFAS Extension which included conditions and use provisions as prerequisites to the County's acquisition of, and Foundation's payment for the property. One of the conditions is number 3, which states that prior to closing the County and UF/IFAS Extension 4-H would negotiate and mutually agree on a Memorandum of Understanding.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will be reviewing and signing off on the Memorandum of Understanding from UF/IFAS Extension.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

April 29, 2014 - Resume  
Letter of Agreement

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RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

4. Recommendation: That the Board consider the provided documents from the 4-H Foundation relative to the purchase of property for 4-H purposes, as set forth on the County Administrator's Report (*Item*) II-36.

**Approved 5-0 to authorize Chairman May to execute the letter from the 4-H Foundation that the Board is in receipt of, and to conceptually approve the five points that are provided in the backup**

For Information: The Board heard Commissioner Robertson disclose that he serves on the 4-H Foundation; however, he is not precluded from voting on this issue.

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Recommendation: That the Board adopt the Resolution stating the Board's support of relief from application of the interest rate of 12% imposed by Section 194.192, Florida Statutes, to relieve those persons with leaseholds on Santa Rosa Island that are currently involved in litigation to contest the assessment of ad valorem taxes against their land and improvements.

**Approved 5-0, the amended Resolution (*providing for relief from application of the interest rate... on ad valorem taxes assessed subsequent to the date of the Resolution [April 29, 2014]*)**

2. Recommendation: That the Board adopt the Proclamation offering the Board's appreciation and support for the dedication of the "Old Chimney" Park, and inclusion in the National Landmark Listing.

**Approved 5-0**

ANNOUNCEMENTS – None.

ADJOURNMENT – Chairman May declared the Meeting adjourned at 8:25 p.m.

April 28, 2014

Escambia County Board of County Commissioners  
221 Palafox Place  
Pensacola, FL 32502  
Attention: County Administrator

**Re: Acquisition of real property – Escambia County 4-H**

Dear Mr. Newsom:

The Escambia County 4-H Foundation, Inc. and University of Florida/IFAS Extension thank the Escambia County Board of County Commissions for its efforts to reach consensus with us on Escambia County's exciting plan to acquire the property identified on the attached surveys for the benefit of the Foundation and the 4-H program. This plan is a great outcome for all interests involved and we are grateful.

To ensure the acquisition's success, for the County's and Foundation's benefit, this letter confirms a few key conditions that the County will require the properties' sellers to satisfy at closing, as well as the County's and Foundation's consensus on use of the property (and these conditions and use provisions are prerequisites to the County's acquisition of, and Foundation's payment for, the property):

1. Conditions to closing the acquisition: (a) at closing, the sellers will convey to the County, by warranty deeds, good and marketable fee simple title to the properties, free from liens, assessments and encumbrances (other than minor easements or the like that do not interfere with the property's use for anticipated 4-H purposes); (b) at closing, title policies, insuring such title to the properties in the County, will be issued to the County; (c) at closing, the warranty deeds to the County will be recorded in the Official Records and convey a total of at least 108 acres, as shown on recent surveys of the property that are sufficient to delete the survey exceptions from the title policies; and (d) the condition of the properties at closing will be unchanged from their current condition (including as indicated in those environmental assessments prepared by Escambia County Environmental Project Manager Glen Griffith and dated March 24, 2014, which do not indicate any underground storage tanks, contamination, or legal violations).
2. At the closing, the County will record in its Official Records a notice of consent rights, or other similar document to be agreed upon by the parties, which states that the County will obtain consent from the Foundation and UF/IFAS Extension prior to selling the properties and, if a sale is approved, will also remit any net proceeds from such sale to the Foundation.
3. Prior to closing, the County and UF/IFAS Extension 4-H will negotiate and mutually agree on a Memorandum of Understanding (which will be recorded in the Official Records at closing) that, among other things, delineates operational

Verified By: *D. Harris*

Date: *5/5/2014*

responsibilities for the properties; sets forth terms and conditions relating to funding for, and construction of, certain improvements; governs the event calendar and scheduling; addresses naming rights; generally restricts the use of the properties to UF/IFAS Extension 4-H activities/programming and other approved educational uses benefitting charitable, civic, community, and/or other non-profit organizations; and generally outlines the rights and responsibilities of the parties with respect to the properties and related activities.

It is the Escambia County 4-H Foundation's pleasure to reach this consensus with the Escambia County Board of County Commission; both sign below to acknowledge their agreement.

Sincerely,

Agreed,

Escambia County 4-H  
Foundation, Inc.

Escambia County Board  
of County Commissioners

By: [Signature]

By: [Signature]

Title: President 4-H Foundation  
(duly authorized)

Title: Lumon J. May, Chairman, District 3  
(duly authorized)

Date: 4-28-2014

Date: April 29, 2014



ATTEST: PAM CHILDRERS  
CLERK OF THE CIRCUIT COURT  
BY: [Signature]  
DEPUTY CLERK

Approved as to form and legal  
sufficiency.

By/Title: [Signature] county attorney  
Date: 4/29/14





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-6096**

**County Attorney's Report 12. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 05/15/2014

**Issue:** Alternate Canvassing Board Appointment

**From:** Ryan Ross, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

**Recommendation Concerning an Alternate Canvassing Board Appointment**

That the Board consider appointing an alternate Canvassing Board member to serve whenever its regular appointment is unavailable during the 2014 election cycle. If another Board member is unable to serve as an alternate, that the Board further discuss forwarding names of potential alternates to the Chief Judge for the First Judicial Circuit for consideration.

**BACKGROUND:**

Section 102.141, Florida Statutes, establishes the composition of county canvassing boards, and includes a member of the county's Board of County Commissioners as part of the canvassing board. Section 102.141 also authorizes the Board to select another of its members to serve as an alternate. The alternate serves in place of the regular appointment any time the regular appointment is unavailable during canvassing. If another board member is disqualified from serving as an alternate, the Chief Judge of the Circuit Court shall name a qualified elector as an alternate. (A board member may be disqualified if he or she is a candidate or active participant in an election to be canvassed.) On behalf of the Escambia County Supervisor of Elections, the County Attorney is requesting that the board consider naming an alternate board member or discuss a method to forward potential non-board alternates to the Chief Judge for consideration.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Order - Appointment of Judges to Election Canvassing Boards

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**IN THE COURTS OF THE FIRST JUDICIAL CIRCUIT  
OF THE STATE OF FLORIDA**

**ADMINISTRATIVE ORDER NO. 2014-13  
(Vacates Administrative Order No. 2013-69, amends Escambia County only)**

**IN RE: APPOINTMENT OF JUDGES TO ELECTION CANVASSING BOARDS**

**ORDER**

Pursuant to the provisions of Section 102.141, *Florida Statutes*, the following are hereby appointed to serve on the designated Election Canvassing Boards throughout the First Judicial Circuit and will act as Chair for the designated County's canvassing board in accordance with the constitution and laws of the State of Florida.

<b>ESCAMBIA COUNTY:</b>	<b>Judge Joyce Williams</b>
<b>OKALOOSA COUNTY:</b>	<b>Judge T. Patterson Maney</b>
<b>SANTA ROSA COUNTY:</b>	<b>Judge John Miller</b>
<b>WALTON COUNTY:</b>	<b>Judge David Green</b>

Pursuant to the provisions of Section 102.141(e)1., *Florida Statutes*, the following are hereby appointed to serve as "an alternate member" of the designated county's canvassing board and shall serve in the absence of the primary appointees:

<b>ESCAMBIA COUNTY:</b>	<b>Judge Thomas Dannheisser</b>
<b>OKALOOSA COUNTY:</b>	<b>Judge Patricia Grinsted</b>
<b>SANTA ROSA COUNTY:</b>	<b>Judge David Rimmer</b>
<b>WALTON COUNTY:</b>	<b>Judge Kelvin Wells</b>

These appointments shall remain in effect until further order of this Court.

**ORDERED** in Chambers at Pensacola, Escambia County, Florida this 18<sup>th</sup> day of March,  
2014.

  
TERRY D. FERRELL  
CHIEF JUDGE

Administrative Order No. 2014-13 - Copies to:

Supervisor of Elections, Escambia County  
Supervisor of Elections, Okaloosa County  
Supervisor of Elections, Santa Rosa County  
Supervisor of Elections, Walton County  
Honorable Linda Nobles, Administrative Judge, Escambia  
Honorable Michael Flowers, Administrative Judge, Okaloosa  
Honorable Johnny Miller, Administrative Judge, Santa Rosa  
Honorable Kelvin Wells, Administrative Judge, Walton  
Honorable Pat Kinsey, County Judge  
Honorable Joyce Williams, County Judge  
Honorable Thomas Dannheisser, County Judge  
Honorable T. Patterson Maney, County Judge  
Honorable Patricia Grinsted, County Judge  
Honorable David Rimmer, Circuit Judge  
Honorable David Green, County Judge  
Robin Wright, Trial Court Administrator